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Current Topics.

The New Lord Chief Justice.

SIR ALFRED TRISTRAM LAWRENCE has been selected for the vacant appointment of Lord Chief Justice. Sir ALFRED, who is 78 years of age, is one of the very ablest puisnes in the King's Bench Division, and has recently earned golden opinions by the tact and equity he has exhibited as President of the War Compensation Court. But he has been passed over on six previous occasions when there was a vacancy in the Court of Appeal, junior King's Bench Judges having been preferred to him at various periods during the last ten years; it has always been assumed that his failure to secure the promotion his eminent talents deserved was due to his advanced age. In his case, as in many others, time has brought its revenge, but it would be idle to ignore the fact that the new appointment was very unexpected. It was generally assumed by the Bar that, in the event of Sir GORDON HEWART not pressing his claims, the appointment would go either to the Master of the Rolls, or the President, or one of the Law Lords. Among the latter, Lord SUMNER, Lord MERSEY and Lord PHILLIMORE would have been excellent appointments; or Lord PARMOOR, who has been Solicitor-General, though never a judge. But Sir ALFRED LAWRENCE is one of the soundest and sanest of lawyers, and well deserves, by honourable and faithful service on the Bench, his high promotion. It is interesting to note that he has never been a law officer nor sat in Parliament; so that his selection creates a precedent. The Premier and Lord BIRKENHEAD, however, have not failed to make many new precedents in the matter of judicial appointments, including the selection of a County Court Judge for a seat on the High Court Bench. The Common Law Bar, who have always highly esteemed the new Chief, will heartily congratulate him on his long delayed elevation. For once, outside the realm of fable, the tortoise has outrun a great many hares.

Lord Mersey's return to the Divorce Court.

THE DELAY in appointing a successor to Lord READING, as we pointed out last week, has delayed the appointment of Ansizé Commissioners of Divorce under the recent Administration of Justice Act, since for this the concurrence of the Lord Chief Justice is necessary. But another provision of the same statute permits an ex-judge to resume the duties of his old office at the request of the Lord Chancellor; and under this power Lord MERSEY has been sitting in the Divorce Court, of which he was for a year or two the President. Although now eighty-one, Lord MERSEY has shown all his old capacity for "speeding-up"; he rushed through the undefended list at lightning pace. One feature, introduced by him when President, has now become common form. In an undefended divorce case counsel no longer opens, but simply calls his witness straight away. Lord MERSEY sat without wig or gown; the privilege of a law lord. It will be recollected by our readers that a fortnight ago we referred in this column to his reputation as a "hustler" in the Commercial Court, and suggested that Mr. Justice HORRIDGE had learned from him some of his capacity for getting through his list at once thoroughly and without a moment's waste of time. We do not know whether our columns are read in those high quarters which issue requests to ex-judges to assist in clearing off arrears, but, if they are, we are glad that our reference to Lord MERSEY has helped to suggest the name of this veteran and admirable judge as well suited for the clearing up of Divorce Court arrears.

The Land Union and the Law of Property Bill.

THE COMMITTEE stage of the Law of Property Bill in the House of Lords was fixed for Thursday afternoon, but at the time of writing we are not aware of what then happened. We hope that some notice will be taken of the damage which has been done to the Bill by the alterations made to meet Lord CAVE's views. The second reading was on 17th March, and then a request was made by Lord PHILLIMORE on behalf of the Land Union that an interval of some six weeks should be allowed before the Committee stage, so as to enable the Bill to be considered; but to this the Lord Chancellor declined to consent, and, indeed, considering that the main portion of the Bill is the same as that of last year, no great time for consideration seems to be required. But the Land Union has found the three weeks or so long enough to issue a report, prepared by its secretary, Mr. R. B. YARDLEY, and approved by the Legal Committee and adopted by the Council, in which the Bill is very adversely criticised. We do not altogether agree with the assertion that the main object of the Bill is to lead up to compulsory universal registration of title. That this will be the result of the Bill in the present form of Part I is likely enough, but the ostensible object is to simplify the transfer of land, so as to give private conveyancing a chance of showing that it can beat official conveyancing. A Bill properly drafted might very well have this effect, but, with the approval of the Land Union, it is alleged that "the Bill will add considerably to the expense of conveyancing, because no prudent solicitor for many years to come will assume the responsibility of advising on title or drafting deeds and contracts without the assistance of counsel, and that even the simplest settlements of property will be more technical and mysterious to the layman than at present." No doubt this is so, and indeed, any fundamental change in the law of real property will in the first instance render recourse to counsel more frequent.

The Simplification of Real Property Law.

THE QUESTION is whether, after the new system has been in operation for a few years, it will make for simplicity. The Bill of last year, which was based on Mr. UNDERHILL's scheme, might have done so, though it is probable that a much more thorough reform was required. That scheme admittedly followed the line of least resistance, and made the least possible change consistent with the end in view. The Bill of this year has dropped Mr. UNDERHILL's scheme and promises to do little more—as

regards Part I—than add to the complication of the law. According to the Land Union's Report, the Bill "simply changes one technical system for another which is more artificial and far less logical." But the report is too eulogistic of the existing system when it says that "for many years there has been very little litigation in respect of it." What about *Constable's Case* and the continual flow of decisions on purely technical points of Real Property Law? The fact is that the present Bill consists largely of amendments of the law in detail, which—as matters of detail—are valuable; that is, it once again sets about the task of adding to the series of statutes for piecemeal amendment of the law. It effects some considerable reforms, such as the abolition of copyhold and other fancy tenures. And it started by attempting a re-casting of the foundations of the law, which was the one thing chiefly needed. But here the Lord Chancellor, having at first chosen the right path, or at any rate, the path his advisers thought most practicable—has abandoned it in deference to opposition which should have been overborne. For the present we watch the progress of the Bill with curiosity. Lord BIRKENHEAD is leaving the real reform of Real Property Law for other and bolder hands—and yet he has professed to be both bold and zealous in the matter.

The Matrimonial Causes Bill.

THE MATRIMONIAL Causes Bill passed through Committee in the House of Lords on Wednesday. We have already referred to the defects of the Bill. It falls far short of carrying out the reforms of Divorce Law which the majority of the late Lord GORELL's Commission found to be necessary, and is but a half-hearted measure. Lord BUCKMASTER was successful in adding desertion for three years as a ground for divorce, but apparently Lord GORELL will now disclaim responsibility for the Bill. This we do not profess to understand, and it is a great pity that the fruition of his father's labours should be postponed year after year. There appears at present to be strong feeling in some quarters against any change of the Divorce Laws, and this led to Mr. RENDALL abandoning his motion on the subject in the House of Commons on Wednesday. But, of course, there was the same feeling sixty years ago, and all that is now proposed is to proceed further along the path of reform which was then opened.

The Revenue Bill.

THE REVENUE BILL which has just been introduced is largely concerned with technical details in the collection of taxes. In Parts I, II and III it deals with Income Tax, Inhabited House Duty and Land Tax, and Customs and Excise. These are the chief features. Parts IV, V and VI contain some provisions with regard to the National Debt, and miscellaneous and general matters. Part I, of course, dealing with income tax, is of most general interest, but we cannot do more at present than state its chief points. To some extent the recommendations of the Income Tax Commission, which reported a year ago (64 S.J. 354), were carried out by the Finance Act of last year—with regard to double income tax within the Empire, for instance—but most of the matters dealt with were left over for future treatment, in particular the alteration of the three years' average system for profits under Schedule D. By clause 2 of the Bill it is provided that this system shall cease, and that the tax shall be computed on the full amount of the profits "of the year ended on that day of the year preceding the year of assessment on which the accounts have usually been made up, or on the fifth day of April preceding the year of assessment." This change appears to have been generally called for and was unhesitatingly recommended by the Commission, and there is doubtless more to be said for it than we have ever appreciated. With rising incomes the change, of course, is against the taxpayer; with falling incomes it is in his favour. It is just this variation that the average system was meant to avoid. The other important proposal is the abolition of the assessor of taxes, and with him of the functions of the General Commissioners whose servant he is, as the persons primarily charged with the assessment of tax;

income tax will be assessed by the inspectors of taxes, and they will, in the first instance, adjust the assessment with the taxpayer, as, indeed, happens at present, though theoretically this is only done by appeal. The Commissioners will be retained, but only as a tribunal of appeal to be invoked when a difference arises between the inspector and the taxpayer which cannot be otherwise adjusted. Thus, under the Bill, both the Inspector (or Surveyor) of Taxes and the General Commissioners are placed in the positions which accord with actual practise.

Mandamus to a Public Department.

IT IS NOT very often that anyone attempts to secure the performance of a statutory duty by a Government Department through the instrumentality of a prerogative writ: but, of course, such a writ is available against any subject in a proper case, and a Government Department, like a corporation, is merely one of His Majesty's liege subjects. In *East Ham Corporation v. Board of Trade* (Times, 23rd March), a daring but unsuccessful attempt was made to secure a rule *nisi* against the Board of Trade commanding them to hear and consider objections and representations made by the plaintiffs in connection with an application by the Gas Light and Coke Company under the Gas Regulation Act, 1920. The gas undertakers had applied to the Board of Trade under the last-named statute for permission to increase the price of gas, and they gave certain information as to costs, etc., as required by the schedules to the Act. The East Ham Corporation opposed the application as large gas consumers, and objected to the information given by the undertakers as useless and incomplete. The Board of Trade dismissed the objection. Hence the application for a rule *nisi*. The Divisional Court agreed that in a proper case a mandamus would lie against the Board of Trade to hear and determine the objections of the Corporation, but on the facts they considered no case for a rule to exist in the actual circumstances, and so it was refused.

The Flexibility of Legal Phrases.

EVERY ONE at times feels the difficulty of giving adequate expression to his thoughts, and though language is the dress of thought it is for the most part a very ill-fitting garment. This may be due to an insufficient command of language, or it may be due to the inherent infirmity of language itself. Hence the Courts are constantly engaged in putting a definite meaning on a dubious expression; for though there are some legal terms that have a technical and fixed meaning, there are few words that do not bend to context or circumstance, and this is especially noticeable in the construction of wills, where language yields to intention though it also controls it. It seems that some of our commonest words are the most flexible, judging from the frequency with which they call for judicial interpretation. The latest instance is the recent decision of the House of Lords in *Lucas-Tooth v. Lucas-Tooth* (ante, p. 377), which involved the construction of the word "then," and in which the Lord Chancellor made some interesting observations on the subject. He deprecated, he said, the attempt in the construction of a will to place a commonly employed English adverb in a strait-waistcoat. The word "then" was a word of infinite finesse, flexibility and variety. A painstaking and very elaborate analysis might no doubt exhaust the senses in which it might be employed with literary correctness, but an attempt to limit the use founded upon an examination less thorough might easily, by grafting artificiality upon artificiality, undermine rules which were fundamental. No doubt the Lord Chancellor was right. Strait-waistcoats are things to be avoided, especially in their application to legal phraseology; for the loss of flexibility must tend to diminish the discretion of the Court, leaving both law and language the poorer for the loss.

The meaning of a Plea of "Guilty."

A POINT WHICH at first sight seems very extraordinary was taken by the Attorney-General on behalf of the Crown in *Rex v. Graham Campbell, ex parte Ahmed Hamid Mousere* (Times, 12th

inst.). The hearing was the return of a rule *nisi* granted against a metropolitan police magistrate, directing him to show cause why the applicant, whom he had convicted and who was appealing to Quarter Sessions, should not be allowed bail pending the hearing of his appeal. The learned magistrate had refused bail on the ground that no appeal lay. His ground for holding that no appeal lay was that the accused had pleaded guilty; and this would have been a correct reply had the defendant in fact made a plea of "guilty." But what happened was strangely different. The accused, an Egyptian student, was summoned for failing to register as an alien. In reply to the magistrate he admitted that he was an Egyptian; the magistrate then entered a plea of guilty. The contention of the accused, supported by his affidavit, was that he had never pleaded guilty, nor intended so to plead; on the contrary he had made it clear that he intended to argue that an Egyptian is not an alien, but a British subject, unless and until the British Protectorate is abandoned. How far this contention may be sound or unsound is an interesting point which remains to be argued on the hearing of the appeal at Quarter Sessions; we cannot indicate here and now our own view. But, obviously, the point is arguable. And, that being so, it seems hopeless to contend that an assertion of Egyptian nationality amounts to a plea of "guilty." The Divisional Court, by a majority, took this view and made the rule absolute, and directed the prisoner's release on bail pending the hearing of his appeal. But Mr. Justice AVORY, who dissented, agreed with the Attorney-General's argument against the rule.

The Proof of Nationality

THE POINT relied on by the Attorney-General was that the admission by the defendant of his Egyptian nationality was in fact conclusive evidence that he was not a British subject, inasmuch as Sir EYRE A. CROWE, Permanent Under-Secretary for Foreign Affairs, had given a statutory certificate under the Aliens Act, 1915, and the Foreign Jurisdiction Act, 1870, in the following terms: "By the authority of the Secretary of State for Foreign Affairs, I certify that by virtue of the Protectorate declared over Egypt by His Majesty's Government on 18th December, 1914, His Majesty's Diplomatic and Consular officers afford protection to Egyptians, but the creation of the Protectorate does not make Egyptians British subjects." It seems clear, however, that such a certificate is not conclusive proof of anything except the fact that Egypt is a British Protectorate. There remains a question of law, namely, the legal status in England of the subjects of a British Protected State. Such a point of law is outside the jurisdiction of the Secretary of State, nor can he purport to decide any question of law by a statutory certificate. The point of law, therefore, remains to be argued before the Court. Since the certificate had been treated as conclusive evidence of nationality in the Court below, it is clear that the learned magistrate had made an error in law in ruling that the defendant's admission of Egyptian nationality amounted to a plea of guilty. But even were the certificate conclusive as to the status of the defendant, it still seems clear that nothing except an actual plea of guilty can amount to a plea of guilty. No admission of facts which in law constitute the offence is equivalent to such a plea. The person may say: "I admit the facts, but plead not guilty."

Appeals to Quarter Sessions

THE JURISDICTION of Quarter Sessions in the matter of appeals from Petty Sessions was formerly different in the case of Metropolitan and Provincial Courts. Under s. 39 of the Criminal Justice Administration Act, 1914, the two are partially assimilated. Formerly, an appeal outside the Metropolitan Police area was governed by s. 19 of the Summary Jurisdiction Act, 1879, while that within the area was governed by s. 50 of the Metropolitan Police Act, 1839. The latter gave wider rights of appeal than the former. Under the Act of 1839, the defendant could only appeal if he was sentenced to imprisonment exceeding one month, or to a fine or penalty exceeding £3, whereas in the provinces an

appeal could lie against every sentence of imprisonment. The former rule now prevails, by virtue of the Criminal Justice Administration Act, 1914, s. 37. But there is one limitation in the Summary Jurisdiction Act, 1879, and the Administration of Justice Act, 1914, which does not apply in the Metropolis; namely, that the prisoner must not "plead guilty," or "admit the truth of the information or complaint." In the present case, a sentence of one month's imprisonment had been passed plus a deportation order. This, the appellant contended, amounted to a penalty of more than one month's imprisonment, so as to give him a right of appeal under the Metropolitan Police Act, 1839, whether or not he had pleaded guilty. But all three judges in the Divisional Court agreed, no doubt correctly, that such a sentence is not one of more than one month's imprisonment; that expression applies only to a sentence the duration of which exceeds one month's imprisonment, not to one which consists of one month's imprisonment plus some other penalty. On the other hand, under the Criminal Justice Administration Act, 1914, s. 37, although an appeal lies in every case of imprisonment, and therefore in the present case, it is essential—as pointed out above—that the prisoner should not plead guilty or confess the offence alleged. As we have seen, the majority of the Court refused to treat the applicant's admission of Egyptian nationality as a confession of his guilt, and so held that he could appeal.

Emergency Proclamations and the "State of Siege."

It sometimes happens that great innovations in our constitutional law and custom pass almost without notice, whereas others of less moment are the occasion of unending public discussion. This, it would seem, is what has happened in the case of the Emergency Powers Act, 1920. That statute passed into law and received the Royal Assent so recently as 29th October, 1920; and little notice of its provisions was taken in Parliament or elsewhere. So it has come as a surprise to most persons when, by virtue of its powers, the Government have suddenly proclaimed a "State of Emergency," made "Emergency Regulations," creating numerous offences against public order, and proceeded to call up the General and Special Reserves, as well as to levy for temporary purposes a new Defence Force. The crisis of an impending general strike has been necessary in order to direct the attention of constitutional lawyers to this exceedingly far-reaching statute.

For there can be only one opinion among experienced jurists who are accustomed to the consideration of constitutional questions; it is clear that the powers just exercised under the new statute are the practical equivalent of those exercised by continental states in circumstances of internal and external stress, and known as the "Declaration of a State of Siege." There are some minor differences: for instance, on the continent, the ordinary courts are immediately superseded by military courts when such a "State of Siege" has been proclaimed, whereas no such consequence follows on our Proclamation. But this is a difference of detail. The essentials are the same in both cases. In other words, we have gradually been forced to abandon one of the most cherished forms of British liberty and resort to methods of defence against disorders which hitherto have been assumed to be a peculiarity of governments less fortunate than ours. Yet there is nothing very surprising in all this.

The fact that hitherto England has been able to dispense with safeguards of order found necessary in France, Germany, Italy and Russia, has been due almost entirely to our fortunate absence of civil strife. In our happy land, "where freedom broadens slowly down from precedent to precedent," it has not hitherto been necessary to consider the possibilities of a social revolution: certainly not since the days of the Commonwealth. France, on the other hand, suffered in the years 1789 to 1794, again in 1848 to 1851, and finally in 1871, all the evils of determined and

temporarily successful revolution against, not merely the political order, but all the very roots of economic life in the State. Other continental countries have been similarly placed. The "Declaration of a State of Siege" was the only practicable means of defence against those evils, and therefore France had to evolve it. Now that similar social catastrophes, alas! can no longer be regarded as absolutely incredible and impossible bogeys in Britain, we have been forced to follow French precedents and adopt continental constitutional expedients.

Hitherto, it has been assumed by DICEY and other commentators on our Constitutional Law, that the only equivalent to the continental "State of Siege" known to our law, is a Proclamation of Martial Law, and that this cannot be issued except in times of invasion or rebellion. But all that DICEY says on this point in the eighth chapter of his well-known classic seems equally applicable to the statutory Proclamation of Emergency under the recent Act. It is quite true, as pointed out above, that under our statutory Proclamation the country continues to be governed by the ordinary courts and not by military courts. This is an important distinction. But the essence of a "State of Siege" is not so much the fact that order is maintained by military courts; it is rather the fact that the ordinary liberties of citizens as regards person and property are temporarily suspended in large part, not by the will of Parliament expressed in the form of a statute, but by the will of the Executive Government expressed by Order in Council. In other words, in a "State of Siege" society reverts for a moment to a more primitive stage in which the Executive, not the Legislature, the Monarch and his Ministers, not the elected representatives of the people, take the chief responsibility and exercise the ultimate power of the State.

This will be seen more clearly if we look at the provisions of the Emergency Powers Act, 1920. The statute has a most instructive and apposite title; it is called "An Act to make exceptional provision for the Protection of the Community in cases of Emergency." This very fairly and fully describes its essential purpose. It is a very short Act. There are but two principal clauses and a third which merely gives it a short title and excepts Ireland from its scope. The first clause has but two sub-sections. The first of these is the substantive clause; it confers on His Majesty the power to issue a "Proclamation of Emergency." Such Proclamation may be issued whenever it appears that:—

- (1) "Action has been taken or is immediately threatened" by any "person or body of persons" which is calculated "to deprive the community, or any substantial portion of the community, of the essentials of life";
- (2) The action in question must be of "such a nature and on so extensive a scale" as to have the effect just described;
- (3) The action must attempt to achieve that effect "by interfering with the supply and distribution of food, water, fuel, or light, or with the means of locomotion."

From this summary of s. 1 (1), several points worth consideration emerge. The danger apprehended and guarded against is not a political danger, nor what is usually called a social danger, such as the overthrow of the Government, the destruction of buildings, and similar forms of riotous activity. No doubt such political dangers are already within the law of Treason or Riot. The proper method of coping with these would be a Proclamation of Martial Law, and there our Common Law is sufficiently strong already. The Emergency Powers Act clearly contemplates an economic danger, not a political danger. Such economic danger, presumably, is not one which creates a state of rebellion or riot. Hence the Common Law has provided no adequate powers of coping with it, and statutory power is necessary. The fact that an economic danger is contemplated by the Act, of course, appears clearly from the definition of the mischief aimed at as the deprivation of the community of the "essentials of life." This is a vague phrase. Certainly it is not a "term of art." But, whatever its meaning may be held to be, clearly that meaning is of an economic character.

It should be noted, again, that the statute nowhere defines the "essentials of life." But their scope may be gathered from the subsequent provisions in s. 1 (1), quoted above. Apparently those "essentials" are five in number: (1) the supply and distribution of food; (2) water supply; (3) the supply and distribution of fuel; (4) lighting; (5) means of locomotion. All these are clearly economic conceptions. Moreover, until a century ago, all these essentials were supplied from local sources and distributed within a short circuit of the area in which they were acquired. But modern specialization, large-scale production, and concentration in towns, of course, have altered all that. Here, again, we see why the power of the Common Law—growing up in very different circumstances when wide-spread interference with the "essentials" of economic life was not possible—has proved inadequate to provide for such a situation.

It is also interesting to note that the apprehended economic danger must come from "persons" or a "body of persons." The first of these two phrases, of course, covers not only a mass of natural persons, but also a combined group of "artificial" persons, such as corporations and quasi-corporations. It might not include, however, some unincorporate body, such as a Soviet Parliament or a Trade Union Congress. That is not a corporation. This seems to be the reason, the only reason, why the section goes on to add "body of persons"; these words may have been added *ex abundanti cautela*: they are not really necessary. It is worth remark that it does not say "bodies of persons," but is expressed in the singular. This, surely, indicates that the draftsman had in mind one body of an unincorporate type. The only such body seems to be a Trade Union Congress or Soviet or a group like the Triple Alliance. It rather looks, then, as if the present emergency had been foreseen when the Act was drafted.

The Proclamation of Emergency, when made by the Crown, is to be in force for only one month, but may be succeeded by another at or before the end of that period (s. 1 (1)). It is to be communicated "forthwith" to Parliament. If Parliament is not sitting, but will in the ordinary course of events resume its sitting within five days, no further step to call together Parliament is necessary. But if Parliament is not due to resume within five days, then it must be recalled by Proclamation within five days (s. 1 (2)). This is an important safeguard on sound constitutional lines. It is evidently intended to preserve the "Supremacy of Parliament," so far as is feasible in circumstances which call for rapid action.

Section 2 of the statute goes on to give the Crown power, by Order in Council, to issue Proclamations for carrying out its main purposes (s. 2 (1)). But a proviso forbids "any form of compulsory military service or industrial conscription." Another proviso renders invalid any regulation purporting to create the act of striking into an offence. Offences against the regulation are to be tried by Summary Jurisdiction Courts (s. 2 (3)). And Parliament can by a resolution of either House disallow a regulation at the end of seven days (s. 2 (2)). On the whole, it would seem that the Act contains very full provision for protecting liberty and preventing abuse of its provisions. It may be considered a very happy combination of the efficiency in maintaining economic order secured by the continental "Declaration of a State of Siege," with the jealous protection of the Liberty of the Subject, which is a tradition of our own enlightened Constitution.

Recent Decisions on the Law of Vendor and Purchaser.

II.

Sale of Property with possession.—It is a well-known doctrine of equity that, upon the making of a contract for the sale of land, the beneficial interest in the land is transferred to the purchaser, provided, that is, that the contract is one of which specific performance will be ordered: *Wall v. Bright* (1 Jac. & W., p. 500);

Rose v. Watson (10 H.L.C., p. 678). As was said by Lord CHELMSFORD in *Shaw v. Foster* (L.R. 5 H.L., p. 333), when the contract of sale is signed the vendor becomes a trustee of the estate for the purchaser, and the purchaser is a trustee of the purchase money for the vendor; and by Lord SELBORNE, C., in *Phillips v. Silvester* (8 Ch. App., p. 176): "By the effect of the contract, assuming there to be no ground on either side for simply setting it aside, according to the principles of equity, the right to the property passes to the purchaser, and the right of the vendor is turned into a money-right to receive the purchase money, he retaining a lien upon the land which he has sold until the purchase money is paid." But the case of *Re Lyne-Stephens and Scott-Miller's Contract* (1920, 1 Ch. 471), in which the Court of Appeal affirmed the decision of SARGANT, J., shews that this principle is to be applied, subject to what is really the meaning of the contract with reference to the passing of the property at the time of completion of the contract, and the purchaser will not be entitled to intermediate benefits incident to the property which are not really included in the sale.

In the case just mentioned a contract was made on 8th July, 1919, for the sale of a house "with possession on completion of the purchase." The purchase was to be completed on 29th September following. At the time of the sale there was a lease of the property subsisting which would expire on the day fixed for completion, and under the lease the lessee was bound to deliver up the property in repair. At the time of the sale it was out of repair, and the purchaser, so SARGANT, J., held, had notice of this. The sale was by public auction, and a statement calling attention to the want of repair was made by the auctioneer at the sale. Between the contract and completion—namely, about 28th August—the amount payable by the lessee for dilapidations was fixed at £2,060. The question arose whether this belonged to the vendor or the purchaser. For the purchaser the technical point was made that since completion was on the 29th September, and the lease did not expire till midnight of that date, there was a short interval during which the purchaser was the reversioner on the lease, and this carried the right to receive any sum due in respect of breach of covenant; but SARGANT, J.,—the point was not argued in the Court of Appeal—declined to allow that this legal subtlety could override the meaning of the contract. The purchaser was not entitled to a reversion on a lease, but to a house with possession; and the fact that his conveyance gave him a few hours as a reversioner did not entitle him to a benefit which was not given him by the contract. The question at issue was really whether the purchaser was to take—as the contract said—the house with possession; that is, free from the lease, and clear, therefore, of any matters incidental to the lease; or whether, in accordance with the doctrine stated above, he was to be treated as equitable owner as from the date of the contract, and entitled, therefore, to the benefits of ownership, which included the right to dilapidations. The same point arose before NORTH, J., in *Re Edie & Brown's Contract* (58 L.T. 20), where particulars of sale offered "freehold property with possession," and that learned judge held that the purchaser was not entitled to the benefit of the lessee's covenant to repair, but that he only took the house in its actual condition on the day of completion when the lease terminated. Both SARGANT, J., and the Court of Appeal took the same view in the present case. A purchase of property "in possession" is not a purchase of property with the benefit of a lease, and apart from the equitable doctrine referred to above, this could hardly be doubted. The equitable doctrine, however, does not override the substantial meaning of the contract, and the £2,060, consequently, belonged to the vendor.

Covenants to observe Restrictive Covenants.—It is only in the case of restrictive covenants that the burden of the covenant can be made to run with the land (save in the case of lessor and lessee): *Haywood v. Brunswick Building Society* (8 Q.B.D. 403); *Austerberry v. Corporation of Oldham* (29 Ch. D. 750); and then the covenant is only binding on subsequent owners on the ground of notice: *Tulk v. Moxhay* (2 Ph. 774). But the original

covenantor naturally endeavours to secure some more substantial guarantee for the performance by his successors in title of covenants into which he has entered, and hence, on parting with the property, he takes a corresponding covenant from his assignee. This, however—whether it is expressly so qualified or not—is construed as only a covenant of indemnity. It does not entitle him to sue for breach of the prior covenant as one in which he is directly interested. It is only when his liability under the prior covenant is being enforced that he is entitled to sue on the protecting covenant. This was the decision of EVE, J., in *Reckitt v. Cody* (1920, 2 Ch. 452), and it is the natural sequel of the decision of the Court of Appeal in *re Poole & Clarke's Contract* (1904, 2 Ch. 173), that a purchaser of property subject to restrictive covenants is bound to give only a covenant of indemnity against them; and of the decision of the like authority in *Harris v. Boots Cash Chemists* (1904, 2 Ch. 376), that a covenant entered into on a transfer of property to perform covenants already existing—as in the case of an assignment of leasehold property—is to be construed as a covenant of indemnity only.

(To be continued.)

Colliers and the History of Villeinage in Scotland.

THE great strike of coal-miners throughout England, Scotland and Wales has recalled to many minds the curious historical fact that, up to a century ago, the class of colliers in Scotland still remained in law and in practice villeins; serfdom was retained in their case after it had been abolished by statute or by custom in that of every other class of the labouring population. In England, of course, serfdom became extinct in the time of Elizabeth. Its survival in one industry in Scotland, as a rule a country of very liberal institutions, right down to the first decade of the nineteenth century, is therefore a phenomenon of very striking character, and one which must deeply interest the jurist. Of course, the causes of this belated survival are to be found in historical conditions.

Since the constitutional history of Scotland is largely a sealed book even to well-informed English lawyers, it may be useful to indicate here one or two of its salient features. This is an essential preliminary to any understanding of the special institution we are considering. For the Scottish Monarchy grew up in a very peculiar way. There was no Norman Conquest of Scotland, and consequently no clash between a Saxon Common Law and a Norman-French Roman Law, which accounts for nine out of ten of the characteristics of legal English history. Scotland, like France, was a kingdom in which the Teuton and the Celt, "Sassenach and Gael," dwelt side by side and gradually formed into one nation. But the Gaels, for the most part, dwelt north of the line joining the Forth and Clyde; the population in the south, or lowlands, was Sassenach. The Highlanders kept their tribal institutions, the clan and the chief, based on a pastoral life and blood-relationship. The Lowlanders were an agricultural people, feudal and manorial in the type of their institutions, like all the other Teutonic conquerors of the old Roman Empire everywhere in Europe. The Church, however, was common to both lowlands and highlands. And, after the expulsion of the English invaders, from the date of Bannockburn to that of the Union of the Crowns, i.e., the three centuries from 1314 to 1603, the legal history of Scotland resolves itself largely into a struggle between the clans and the manors, or "baronies," as they were called in Scotland—between the tribal and the feudal principles—for the dominance of the realm. It was not until the Reformation that the towns and the middle classes, all Protestants, became prominent and changed the struggle into one between Puritan and Cavalier.

Now, in Scotland as elsewhere, the old tribal system vested absolute power in the chief of the clans. He had jurisdiction of life and death without dispute and without appeal to the King or the Royal Courts, over every member of his clan. This power was held in exactly the same degree over his wife and descendants; his cousins and near kinsfolk; the "Duinewassels," or remoter kinsmen; and the ordinary peasant freemen of the clan. There were no villeins in the highlands, because there was no feudal system. But at one time slavery existed; the slaves, however, were the property of the clan as a whole, not of the chief or any individual member of the clan. They resembled the Messenians, who were bondsmen of the Spartans, in Ancient Greece. This patriarchal jurisdiction actually existed as a matter of law and also of every-day exercise right down until 1746; only after the Jacobite rising of 1745 did the Hanoverian Government dare to offend Scots sentiment by abolishing it.

In the Lowlands, on the other hand, the same social and economic system prevailed as in England. The land was divided up into "baronies," which correspond, not with the English barony (a fief consisting of six or more manors), but with the English manor and the French seigneurie. The barony was sub-divided into "feus," of very varying sizes. These were freehold estates, held by vassals of the "Baron," or holder of the barony—

usually called Laird in Scotland, unless he was a Peer. The feu might be large, or medium, or small; but there were no distinctions into freehold, socage freehold, and copyhold, as in England. The reason is, because the villein, within historical times, was practically unknown in Scotland. The knight vassal, the farmer and the peasant, who in an English manor formed very different classes, holding by very different tenures, were each alike in Scotland the *Dominus* of a "feu." This "feu" might be sub-infeudated and sub-sub-infeudated in Scotland, for neither *Quia Emptores* nor *De Donis* had any analogies in the kingdom north of the Tweed. And neither copyholder nor leaseholder was known in Scotland in the Middle Ages. The laird was lord of his barony; the feu was his vassal, paying him rent and owing him service; he had very great power over them; but this power was the same in the case of knight, farmer, and labourer. There was no class of serfs, except in prehistoric times.

As a matter of fact, the lord of a barony retained until a late stage powers which were unknown at any time in England. His baronial court had unlimited criminal jurisdiction over all who lived on his domains. He had the *jus vite et necis*, as it was called in Roman Law; the right of *inc and sor*, as it was once called in early England; the right of "Pit and Gallows," however, was the name given to it in Scotland. In other words, he could send anyone on his estates to the gallows or the dungeon. The Royal Courts, which until the reign of James V consisted solely of the county or sheriff-courts, had likewise jurisdiction of life and death, but they had no authority over the lord of a barony and could not interfere with the exercise of his co-ordinate jurisdiction. Herein, needless to say, the Scottish system copied that of France, as it did in so many other matters. But in France Richelieu and Louis XIV, in the course of the seventeenth century, gradually deprived the seigneur of all such powers, except in the case of a few who retained special privileges. This happened also in the Scottish Lowlands, as distinct from the Highlands, after the establishment of the Court of Session in 1532. That court received by statute functions similar to those of the English King's Bench and Assize Courts. Jurisdiction of pit and gallows was taken away from the baronial lords and the sheriffs, except in the special case of hereditary sheriffs, the equivalent of the English Lord-lieutenant. The hereditary sheriff, usually the chief noble in a county, actually retained his *jus vite et necis* until 1746, when all such jurisdiction was abolished both in the Highlands and in the Lowlands.

Now, it was probably the result of this absolute subjection of every freeman in Scotland to the legal jurisdiction of his feudal lord or tribal chief, that no special class of villeins grew up in Scotland. Where the lord had such great power over everyone, there was no need to limit the freedom of the poorer classes. In fact, traces of villeinage have been found in Scotland: but the last case occurred in 1364, whereas so recently as 1561, two centuries later, the Burgh of Norwich, in England, handed back a villein to the lord from whom he fled. And, in Scotland, villeinage appears to have been practically confined to the monastic estates and the burghs; it was unknown in the baronies. In 1550 the great Scottish lawyer, Sir Thomas Craig, stated in his text-book on the Law of Scotland that villeinage was unknown in Scots Law. In 1778, three years after Lord Mansfield had decided in the famous *Somerset's Case* (20 State Trials, 1, 1771) that a negro slave became free on touching English soil, a similar case occurred in Scotland, namely *Joseph Knight's case*. The advocate for the negro argued, successfully, that serfdom had never been known in Scotland (with one exception to be presently mentioned), and that the early references to it were precedents mistakenly borrowed from England in the evil days of the Plantagenet conquest. The Court of Session upheld his argument.

It is all the more surprising, therefore, to find that there did exist one very remarkable exception to this early liberality of the Scots Law. That exception was the case of "colliers," or rather the cases of "colliers" and of "salters": namely, the workers in coal-mines and salt-mines respectively. These were held in bondage, like the old Roman "coloni." They were "ascripti glebe." They were sold with the mine, and could not leave it; if they did so, they could be recovered as deserters. It was not until 1799 that an Act of Parliament, passed by Pitt, provided for the gradual release of the Scots colliers and salters from this condition of servitude; and, by the date of the Reform Act of 1832, the last bondsmen had disappeared.

How, then, did this strange anomaly in the law of Scotland arise? As a matter of fact, it was the creation of statute. In 1597 the Scots Parliament passed the statute which established that form of bondage. The Act of 1597 was similar in its origin and its *ratio entis* to the Tudor legislation against vagrancy. The religious wars of Scotland, like those of France and Germany, and like the English Wars of the Roses, had driven out of cultivation a large part of the land, and created a dangerous class of landless men, vagabonds and sturdy beggars who terrified the decent population in town and country. The English Parliament arranged for the apprenticeship of those vagrants by the justices; but in Scotland there were no industries to which they could be apprenticed, and the classes of hired agricultural labourers were practically unknown, for Scotland was and is—apart from sheep farms—a country of small farmers who hire little or no labour. The coal pits and the salt works were the only occupations that could be called industries and which required labour. So the statute provided that the "vagrants and their children" should be handed over to the masters of coalpits and saltpans to be employed as bondsmen and bondswomen. No such "certificated bondsmen" could leave his master without the latter's assent given in solemn form before a baillie or magistrate. A truant bondsman could be apprehended and

recovered in the courts of law. Gradually it became the custom to leave alone the vagabond who was not born on a colliery or a salt-mine. One so born was certified as the child of a certified vagabond the moment he was christened, and so became himself a legal serf.

This extraordinary status endured for two centuries unchanged. In 1701 the Scots Parliament passed a *Habes Corpus* Act but expressly exempted from its protection the classes of colliers and salters. This is all the more remarkable, because in 1728—only twenty-seven years later—the courts had refused to recognise as valid a free contract by a fisherman to serve a master in his boat for nineteen years; it was held that any contract of service longer than a yearly hiring was repugnant to the liberty of the subject and therefore invalid. The collier, indeed, was a serf, not a slave: he could own and dispose of private property. In 1747 one was elected to a town council. The validity of his election was disputed. But the courts, after learned argument, decided that a collier was not disabled from election to a town council, provided that it was within the area in which he was condemned to live and serve his master.

Extraordinary as it may seem, the bondage of colliers and salters was steadily defended throughout the seventeenth and eighteenth centuries, not only by Whigs, but even by the staunchest of republican extremists in the cause of liberty. Fletcher of Saltoun, in the reign of William III, actually advocated in the Scots Parliament the extension of the principle to every class of hired labour! The adoption of remedial measures dates from 1775, when the Tory statesman, Lord North, passed the first Act for the emancipation of colliers. This statute, reciting their state as one of "slavery and bondage," provided that it should not be possible to certify any new vagabond after the 1st of July 1775. And in 1709, as we have seen, William Pitt passed a second statute, releasing from bondage after a period of years all persons already in that state or in future born into it.

Strange as this attitude of mind appears to-day, it has its explanation. Scotland was, until the Industrial Revolution, a country in which every peasant and artisan was his own master: hiring by another was practically unknown. Hence the idea that a freeman could be another man's wage-servant, except in domestic service, was strange and repugnant to Scots sentiment. The Scots mind could only think of an employee as a serf, and it maintained him in that status in the only occupation in which he was found. It was not until the Industrial Revolution had established the factory system, that the conception of a "hired labourer" became understood in Scotland. And, thereafter, the collier and salter were promptly released from the status of servitude.

Res Judicatæ.

The Staying of Petitions of Right.

Some rather important points of practice were decided by the Court of Appeal in *Anglo-Newfoundland Development Co. v. R.* (1920, 2 K.B.214). Here there had been a contract between the company and the Crown. It contained a common form clause for the submission of disputes to arbitration. The company, alleging breach by the Crown sued by petition of right; the fiat of the King was duly sought and obtained. Then the Crown applied for a stay under the arbitration clause. This at once raised three interesting questions. In the first place, can a petition of right, once the King's fiat has been given, be stayed like any other action under s. 4 of the Arbitration Act, 1889? It is at least arguable that the Arbitration Act does not bind the Crown, but there seems no reason why it should not bind a subject who brings himself within the circumstances which confer on the court a jurisdiction to stay; and the Court of Appeal held, accordingly, that an application to stay, in a proper case, was in order. The next point that arises is whether the Crown has waived its right to rely on the arbitration clause by taking a "step" in the action—namely, issuing its fiat? It would be most inequitable if this were so, since the fiat is issued for the protection of the subject, not the benefit of the Crown. And the Court of Appeal in fact held that the issue of the "fiat" is not a step in the action, but a formal acquiescence in the issue of the writ of summons. Lastly, comes the question whether a matter of grave constitutional importance is a proper subject for submission to arbitration, and whether the court should accede to a stay in such a case; the court held that it ought not to do so. The Court of Appeal, it must be added, was not unanimous in all these findings: Lord Justice Scrutton agreed with the final decision, but dissented from the first two findings of the court, as discussed above.

Notice of Assignment.

An odd problem came before Mr. Justice Bailhache, sitting to hear commercial causes, in *Hockley and Papworth v. Goldstein* (25 Com. Cas. 284). The plaintiffs were the assignees of a debt due from the defendant, a man who could not read. Needless to say a legal assignment in writing of a debt is effectual in law, provided it complies with the requirements of s. 25 (6) of the Judicature Act, 1873. One of these, of course, is that express notice in writing must be given to the debtor. Express written notice would have been useless in the present case, but probably the assignee would have acted wisely if he had served such notice on the debtor accompanied by a verbal statement of its contents. Instead of that, he took

steps to communicate the fact of the assignment to him before witnesses. The debtor, in fact, paid part of the debt on account, and then defaulted. When sued, he pleaded the absence of the statutory notice in writing. The court had to hold that this was a fatal bar, nor could it be held to have been waived by the payment on account. In other words, the existence of a notice in writing is an express statutory condition precedent to the creating of a valid legal assignment: and failing writing, no such assignment can exist. The parties cannot agree to alter the law by making the existence of writing unnecessary.

Proceeds of a Fraudulent Cheque.

The law of fraudulent cheques is a little understood branch of the law of negotiable instruments. Probably there is no class of case in which a trial judgment is so frequently reversed by the Court of Appeal, or that court in its turn so frequently overruled by the House of Lords. The leading case is probably that of *Sinclair v. Brougham* (1914, A.C. 398); and that decision was followed in principle by the Court of Appeal in *Banque Belge pour l'Etranger (Societe Anonyme) v. Hambroch and Spanoghe* (1916, p. 74). The facts were rather complicated, but may be simplified as follows. Hambroch, one of the defendants, had obtained large sums from the plaintiff bank by presenting fraudulent cheques, purporting to be signed by one of its customers, who was not a party to the action. He was tried, convicted, and sentenced to penal servitude. He was then sued by the bank to recover a sum of £25 18s. 3d., the proceeds of certain chattels bought by him out of the moneys fraudulently obtained. His mistress, Spanoghe, the other defendant, had received from him the sum of £315 for the immoral consideration of living with him, also part of the sum fraudulently obtained. The bank sued her to recover this sum as money had and received. As regards the first claim, that against Hambroch, the point seems fairly simple. There was a fraudulent conversion of the bank's moneys into the chattels and thence into their proceeds; clearly the bank can follow their goods into any hands other than those of a bona fide holder for value without notice of the tort and the bank's equity. In the case of the claim against Spanoghe, however, there are greater difficulties. She had received this money without guilty knowledge and for consideration. But the consideration was immoral and therefore *nudum pactum*: so the court held that the bank could follow its assets into this source as part of the proceeds of the fraudulent conversion.

Reviews.

Ecclesiastical Law.

A PRACTICAL TREATISE ON THE LAW RELATING TO THE CHURCH AND CLERGY. By HENRY WILLIAM CRIPPS, M.A., Q.C. The Seventh edition, incorporating the Cases and Statutes of the last thirty-four years. By AUBREY TREVOR LAWRENCE, M.A., Barrister-at-Law, Chancellor of the Diocese of Sheffield and Worcester, assisted by The Hon. R. STAFFORD CRIPPS, Barrister-at-Law. Sweet & Maxwell Ltd. 55s. net.

It is thirty-four years since the last edition of this work was published—a long interval in the case of a standard text-book—but for the delay the war has been in part responsible as in many other cases. The result is that the present edition incorporates a large number of new statutes and cases. The statutes include the Clergy Discipline Act, 1892, the Benefices Act, 1898, and the Church of England Assembly (Powers) Act, 1919, and the editor adds in his preface that "the Welsh Church Act, 1914, has, alas! been placed on the statute book"—though even to a sound churchman it might seem obvious that the Welsh establishment was bound to go the way of the Irish. Churches do not flourish by being planted amid an alien population, i.e., alien ecclesiastically. And even England may have surprises in store for the learned editor of this work. The recent decisions have fortunately not been greatly concerned with matters of ritual, but they include cases of technical interest, such as *Phillips v. Halliday* (1891, A.C. 228), on prescriptive rights to pews; or which raise questions of the right to share in charities, such as *Re Perry Almshouses* (1899, 1 Ch. 21); or which specially affect the clergy, such as *Blakiston v. Cooper* (1908, A.C. 104), in which Easter offerings were, by an unfortunate and illiberal interpretation of the Income Tax Acts, held to be subject to income tax. The parts of the book to which the ordinary practitioner will chiefly require to refer, are those dealing with the powers of ecclesiastical corporations over their lands, particularly as to leases and sales, and here, as in the rest of the book, the statute and case law is fully and clearly stated.

The Finance Acts.

THE FINANCE ACTS, 1894-1919, so far as they relate to the Estate Duty and other Death Duties (except Increment Value Duty), with Notes and Table of Forms. Fourth edition. By J. WEBSTER-BROWN, Solicitor (an Assistant-Controller in the Estates Duty Office). Stevens & Sons Ltd. 25s. net.

A growing series of Finance Acts introducing changes—usually of importance—in regard to estate duty, make it necessary for the practitioner to have his means of reference to the law continually brought up to date. For few, except Inland Revenue Officials like the author of

this useful text-book, can keep all these details in memory. Since Mr. Webster-Brown's last edition there have been almost yearly changes in the statute law of estate duty, and some fifty cases have been decided. Apart from changes in the rates of estate duty, and special provisions occasioned by the war, the most important change has been, perhaps, the withdrawal of Settlement Estate Duty by the Finance Act, 1914, passed just before the war broke out. These changes are duly noted, and a very useful feature of the book is the clear and full statement, under the relevant statutory provisions, of the cases which have been decided upon them. Thus under s. 7 (5) of the Finance Act, 1894, there is a full statement of the recent important decision of Sankey, J., in *Ellesmere v. Inland Revenue Commissioners* (1918, 2 K.B. 735) on the mode of ascertaining "principal value" for the purpose of estate duty. The same practical method of treatment is followed throughout the work, and it is an excellent guide to a troublesome and complicated branch of the law with which the practitioner has continually to deal.

Books of the Week.

Workmen's Compensation Cases.—Butterworth's Workmen's Compensation Cases. Vol. 13. New Series. Edited by His Honour Judge RUGGE, K.C. and EDGAR DALE, Barrister-at-Law. Butterworth & Co.

Statutes.—Butterworth's Twentieth Century Statutes (Annotated). Vol. 16. Containing the Public General Acts passed in the year 1920 relating to England and Wales. By WYNDHAM A. BEWES, LL.B., Barrister-at-Law. Butterworth & Co.

Housing.—The Law and Practice with regard to Housing in England and Wales. By Sir KINGSLEY WOOD, M.P., with a preface by the Rt. Hon. CHRISTOPHER ADDISON, M.D., M.P., Minister of Health. Henry Frowde, Hodder & Stoughton. 42s. net.

Marine Insurance.—Arnould on the Law of Marine Insurance and Average. 10th Edition. By EDWARD LOUIS DE HART, M.A. (Cantab.), and RALPH ILIFF SIMEY, B.A. (Oxon), Barristers-at-Law. 2 Vols. Stevens and Sons, Ltd. Sweet & Maxwell Ltd. £5 net.

Correspondence.

The Inscription on the Law Society's War Memorial.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Dear Sir,—Through absence abroad I have only recently seen Mr. Rendall's letter contained in your issue of the 2nd instant.

May I assure him that there has been neither slip nor inadvertence. At the most there is a difference of opinion, which I hope this letter may remove.

The names on the panels include those who were non-combatants, and who could not therefore be properly brought within the expression "*pugnando vulnera passi*."

The exigencies of space prevented the insertion of more than two lines.

I agree that the addition of the final line, if practicable, would have made the inscription more complete, and Mr. Rendall's letter renders useful service in calling attention to the context, with which perhaps not everyone may be familiar.

Yours faithfully,

R. A. PINSENT,

Chairman of the Memorial Trustees.

6 Bennett's Hill, Birmingham.
12th April.

[Mr. Rendall's first letter was no doubt received with interest—for ourselves we were greatly interested in his exposition of the passage from which the Memorial lines are taken; and his second letter and Mr. Pinsent's reply give all that can usefully be said. The adaptation of classical quotations to present circumstances must be largely a matter of taste and of literary feeling.—Ed. S.J.]

The Inscription on the Law Society's War Memorial.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Dear Sir,—As you thought it worth while to publish a letter from me as to this inscription in your issue of the 2nd inst., I venture to address to you a second and final letter.

I wrote my previous letter without having consulted or even mentioning the matter to anyone, and as I find the two or three personal friends to whom I have since mentioned it do not share my opinion with any certainty, I should like, with your permission, to say first that my own distaste for the unpleasant and, I fear, too prevalent habit of criticism of war memorials by persons who are not directly concerned would have prevented me from writing it had I first heard their views.

I did not want to start a discussion if it is really a mere matter of personal taste with a nice balance of opinion.

It seems, however, to my mind, that the cause of my friends' disagreement, or perhaps I should say of their being only lukewarm in agreement with me, is due in part perhaps to their not having seen the Memorial (which is clearly essential before forming any sound opinion), but at root, as often happens, to a somewhat different view of its object.

Many public bodies have put up memorials to commemorate the services rendered in the Great War by a particular profession or a particular district, or even one might almost say, merely to commemorate the Great War itself, and the large fund out of which the cost of this Memorial was paid was a fund raised for a purpose of this kind, and perhaps the line of the inscription which I thought a mistake was deliberately chosen for that reason. But the fraction of the whole fund spent upon what The Law Society has erected in its own private hall, is to my mind the portion of it properly allocated by the body of solicitors to commemorate separately only those solicitors who were killed in the Great War, and are named upon it, as distinct from any general war services of members of the profession or anything or anyone else, and I think it is for this reason, as well as on account of my own preference for the words of the next line, that I find my personal opinion (however valueless) remains unchanged.

When so many War Memorials have lost all force and meaning from the want (sometimes inevitable) of a sufficiently defined object, I think that full use should have been made of the advantage which this limitation of object confers in the actual design of this one, and it is noticeable that the sculptor has admirably recognised the point, and has taken such advantage in the only other inscriptions which have been placed on the Memorial—one under each of the central marble designs that form its main feature.

No one could doubt that only soldiers who were killed in the war are commemorated in those two inscriptions—"Their glory shall not be blotted out"; "They died that we might live."

The Latin inscriptions over each should be equally capable of only one meaning, and equally capable of being read either as one sentence or as two separate sentences (each complete in itself) on different parts of one Memorial.

3, John Street,
Bedford Row,
11th April, 1921.

E. M. RENDALL.

CASES OF THE WEEK.

Court of Appeal.

No. 2. SHEPPARD v. GLOSSOP CORPORATION.

6th and 7th April.

HIGHWAY—LIGHTING STREETS—LAMPS EXTINGUISHED AT 9 P.M.—ACCIDENT TO PLAINTIFF—DUTY TO PROTECT PUBLIC FROM RISK—MISFEASANCE OR NON-FEASANCE—PUBLIC HEALTH ACT, 1875 (38 & 39 Vict. c. 55), s. 161.

The plaintiff, a carter, was returning home on Christmas evening, 1918, from a friend's house in Glossop, about 11.30 p.m., when, as he was walking along the Quarry Road, he fell over a retaining wall into a country lane, and was injured. Quarry Road was a public footway, which had not been taken over by the defendants—the Corporation of Glossop—nor was it repairable by them as the highway authority. For a long time there had been a gas lamp which, when lit, rendered the place reasonably safe for foot passengers at night. The Corporation, as the lighting authority for the borough, had passed a resolution that all street lights should be extinguished at 9 p.m. The plaintiff sued the defendants for damages, alleging that they were liable for their failure to keep the lamp alight at a dangerous spot within their area.

Held, that the Corporation were not liable since the place in question had not been made dangerous by anything they had done, but was a dangerous place, which came into existence when the footpath was carved out of the adjoining ground. Section 161 of the Public Health Act, 1875, gave the lighting authority of a district full discretion as to the times during which the lights should be kept alight in any portion of their district.

Decision of Greer, J., reversed.

Appeal by the defendant corporation from a considered judgment of Greer, J., delivered at Manchester Assizes on 25th November, 1920, under which he awarded the plaintiff £279 10s. as damages for injuries received under circumstances stated in the headnote.

The learned judge found that if the lamp had been alight the accident would not have happened, and he held the defendants liable because they had failed to keep a lamp alight at a dangerous spot within their area.

BANKES, L.J., said there was no doubt that the spot where the accident happened was a dangerous place, but, so far as the evidence went, it was not a place made dangerous by anything which the corporation had done. It was dangerous ever since it came into existence, when the road was cut out of the adjoining ground. The plaintiff, on the night in question, intended after leaving his friend's house to go home by Dun-lane. He got to the junction where Dun-lane, Castle-hill and Quarry-road met. The last two mentioned roads were highways repairable by the defendants as the surveyors of highways. Quarry-road was a public footway along the side of a hill, cut on land belonging to Lord Howard, of Glossop, but had not been taken over by the defendants. Owing to the absence of light at the junction, the Plaintiff went along the Quarry-road by mistake, and fell over the retaining wall, where the footpath made a bend into the ravine below, and was very seriously injured. He claimed damages from the defendants, and the question was what was the duty of the corporation with regard to this lamp. It was to be found in s. 161 of the Public Health Act, 1875,

which gave the defendants authority to light their district. But, while that Act gave them authority, it did not impose upon them an obligation to light their district, and they had full discretion as to what lamps were to be kept lighted in any portion of the district which they elected to light. There was a great distinction between the powers given to local authorities under this section and those given under s. 130 of the Metropolitan Management Act, 1855. The cases cited during the argument, where the local authority had been found guilty of a breach of duty, were cases where the local authority had themselves created the danger or put the obstruction in the highway, e.g., *Lamley v. East Retford Corporation* (65 J.P. 133); *McClelland v. Manchester Corporation* (1912, 1 K.B. 118). It was impossible to hold that the defendants were under a duty to the plaintiff to keep this particular lamp alight, and the defendants were therefore entitled to judgment.

SCRUTTON and ATKIN, L.J.J., agreed in the appeal being allowed.—COUNSEL for the appellant: *Barrington-Ward, K.C.*, and *D. N. Pritt*; for the respondent: *T. Eastham*. SOLICITORS, *Few & Co.*, for *G. H. Lee*, Town Clerk, Glossop; *Blythe, Dutton, Hartley & Blyth*.

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

SIR JOSEPH WHITWORTH, deceased. O'ROURKE v. DARBISHIRE
Eve, J. 6th April.

WILL—VALIDITY—ALLEGED INCAPACITY OF TESTATOR—CHARGES OF FRAUD AGAINST EXECUTORS—SECRET TRUST—DEED OF COMPROMISE.

An action was brought by the administrator of one of the next-of-kin of the testator for a declaration that the executors were trustees for the heiress-at-law and next-of-kin by reason of the mental condition of the testator and the fraud of his executors.

Held, that there was no foundation for the allegation that the testator was of testamentary incapacity and no evidence of fraud on the part of the executors.

The late Sir Joseph Whitworth died in 1887 in his eighty-fourth year and probate of his will and four codicils was granted to his widow and R. C. Christie and R. D. Darbishire, the executrix and executors therein named. Lady Whitworth died in 1896, R. C. Christie in 1901 and R. D. Darbishire in 1908. In February, 1915, this action was commenced claiming relief founded upon allegations of testamentary incapacity of the testator and of conspiracy and fraud on the part of the executrix and executors. The testator's heiress-at-law was Mrs. Uniacke and his next-of-kin were Mrs. Uniacke and Mrs. McGowan. The whole of the testator's residuary estate was given to his executrix and executors in equal shares for their own benefit in the full confidence that they would carry out his wishes, but not so as to impose a trust or abridge their absolute ownership. The plaintiff was the administrator of Mrs. Uniacke who died in 1908. The primary object of the action was to obtain a declaration that a certain deed of compromise executed by Mrs. Uniacke in 1889 was not binding on her or the plaintiff and thereby to clear the way for proceedings in the Probate Division to re-call the probate of Sir Joseph's will.

EVE, J.: The plaintiff's claim is advanced on two grounds. First, it was said that Mrs. Uniacke's domicile at the date of the testator's death was in Queensland, and that, according to the law of Queensland as it then stood and remained down to 1890, she was incapable of dealing with her share of the personalty and that the deed so far as it affects her share is wholly inoperative. Secondly, it was said that the deed is not binding on Mrs. Uniacke or her estate because its execution was obtained as part of a fraudulent scheme on the part of the executrix and executors to possess themselves of the testator's residuary real and personal estate and by improper and fraudulent concealment from Mrs. Uniacke of material facts, and because it was entered into by her without having independent advice and for a wholly inadequate and illusory consideration. With regard to the first point, I do not think that the plaintiff has established the Queensland domicile. With regard to the second point, the plaintiff does not contend that according to the true construction of the will the residuary devisees and legatees take otherwise than beneficially. Such a contention would, indeed, be unarguable in the face of the language employed, but his case is that the testator was fraudulently induced to frame his testamentary dispositions as he did in the belief that his wishes would be carried out, and that their fraud was part of a scheme to enable them to possess themselves of the whole residue and to appropriate it to their own use. He asserts that the residue was subject to a secret trust and that such trust was either so indefinite as to be incapable of execution, or, if definite, was invalid as regards the realty by reason of the Mortmain Acts. He alleges that the scheme and the secret trust were fraudulently concealed from Mrs. Uniacke and that the deed of 1889 was not binding upon her and is not binding upon him. Not one line of evidence has been produced in support of any secret trust nor in support of the disgraceful conduct charged against the executors and executrix. The charge has been entirely disproved and the attitude of the plaintiff in persisting in this charge long after it must have been well-known that there was not a shred of evidence to support it is, in my opinion, little short of an outrage. Having heard the evidence on both sides, I am satisfied that not only has the plaintiff entirely failed to establish testamentary incapacity at any relevant time, but that the defendants have affirmatively proved the contrary. There never was in my opinion any foundation for the allegation that the testator

was of testamentary incapacity when he executed his will and codicils or any of them. One other matter remains to be dealt with. The plaintiff alleges that the executors appropriated to their own use a considerable part of the testator's estate. He has produced no evidence in support of this allegation, and it is as discreditable as it is untrue. It has now been once and for all refuted and the honour of those unjustly attacked has been completely vindicated. But now that the facts are known and it is appreciated that these charges have been put forward by the plaintiff and his associates without any evidence in support of them, they cannot, I think, justly complain that the whole proceedings should have been stigmatized as savouring of an unprincipled and impudent attempt to extort money. I dismiss the action with costs.—COUNSEL, *Hughes, K.C.*, and *J. N. Gray*; *Maugham, K.C.*, *Hogg, K.C.*, and *Dighton Pollock*; *Sir A. Colefax, K.C.*, and *L. M. May*. SOLICITORS, *Calder, Woods & Pethick*; *Pennington & Son* for *Tate & Worthington, Manchester*; *Templeton & Holloway*.

[Reported by S. H. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

WELLER v. DENTON. 6th April 1921.

BUSINESS NAMES—PARTICULARS—FAILURE TO REGISTER—IGNORANCE OF LAW—RELIEF IF "JUST AND EQUITABLE"—REGISTRATION OF BUSINESS NAMES ACT, 1916 (6 & 7 Geo. 5, c. 58), s. 8 (1) (a).

The members of a firm that had commenced an action in the county court, were in default in not registering the names of the firm as required by s. 8 of the Registration of Business Names Act, 1916, and they applied for relief under that section.

The ground of their application was that they did not know of the Act, and were not aware at the date of the proceedings that registration was necessary under the Act. They also alleged that the defendant was not misled by their default as he knew they were the proprietors of the business.

Held that the County Court Judge had discretion to grant relief on any grounds that were just and equitable.

Ex parte Walker (22 Q.B.D., 384) distinguished.

Appeal from the county court at Brighton. The plaintiffs in the action were William and George Weller, trading as "The Gloucester Motor Garage," in Brighton, as motor engineers and garage proprietors. The claim was for £95, for the use of lathe, drilling machines and other tools, and the personal assistance of the plaintiff William Weller, in connection with an invention by the defendant. Before the action came on for trial, plaintiffs gave notice to the judge of the county court that they should apply for relief from all disabilities imposed by s. 8 of the Registration of Business Names Act, 1916, to which they were liable by reason of their default in furnishing the statement of particulars for registration required by the said Act. The facts, as set out in an affidavit by the plaintiffs, were that for some years past the premises known as "The Gloucester Motor Garage," had been used by successive owners or tenants, and known as a motor garage and repair shop. The plaintiffs took over the premises in February 1918, and continued to use the name of "The Gloucester Motor Garage," but added thereto the words "W. & G. Weller, Proprietors," upon the premises, and on their stationery. The plaintiffs were not aware of the Registration of Business Names Act, 1916, or that it was necessary or compulsory for either or both of them to register under that Act. Having no knowledge of the Act, neither of the plaintiffs was registered under the Act at the date of the proceedings, but in October, 1920 their attention was drawn thereto, and since that date they had registered themselves in pursuance of the Act. They alleged that the defendant was not misled by their failure to register, as he knew that the plaintiffs were the proprietors of the business. The county court judge granted the application, and said that the statute made it clear that it was not meant to apply rigidly the maxim that "ignorance of the law excuses no one"; and he based his decision to grant relief on the ground that it was "just and equitable" to grant it. There was no evidence that the action was frivolous, or vexatious, or otherwise not proper to be brought, and he was of opinion that it would be neither just nor equitable to refuse the relief. The defendant appealed. The Registration of Business Names Act, 1916, s. 8 s.s. (1), provides that "Where any firm or person by this Act required to furnish a statement of particulars, or of any change in particulars, shall have made default in so doing, then the rights of that defaulter under or arising out of any contract made or entered into, by or on behalf of such defaulter, in relation to the business in respect to the carrying on of which particulars were required to be furnished, at any time while he is in default, shall not be enforceable by action or other legal proceeding, either in the business name or otherwise: Provided always as follows: (A) The defaulter may apply to the court for relief against the disability imposed by this section, and the court, on being satisfied that the default was accidental, or due to inadvertence, or some other sufficient cause, or that on other grounds it is just and equitable to grant relief, may grant such relief either generally, or as respects any particular contracts . . . nor shall relief be given in respect of any contract if any party to the contract proves to the satisfaction of the court, that if this Act had been complied with, he would not have entered into the contract."

BRAY, J., after stating the facts said, that the appeal must fail. The County Court Judge came to the conclusion that the case came within the words of the proviso, which enabled him to grant relief on the ground that it was just and equitable to do so. There were several circumstances which the County Court Judge took into consideration. There was the fact that the proprietors of the motor garage did not know of the Act, and did not register for that reason. Moreover they swore that the defendant knew with whom he was dealing, and was well aware that they were the proprietors of the firm. The defendant did not answer that affidavit. In those circumstances it was within the discretion of the county court judge to grant the relief.

LUSH, J., said he agreed and would only add that *ex parte Walker* (*supra*), which had been cited for the defendant, was very different from the present case. In the Act they were dealing with, the widest possible powers were given to grant relief, if on any ground it were just and equitable to grant it. If the defendant had not been misled, and if he knew who the members of the firm were, it might be wholly unjust to allow the plaintiff's action to be defeated. That was so in the present case, and it was sufficient to give the county court judge discretion to deal with the matter.—**COUNSEL**, *Monier-Williams* for the appellant; *John Flowers* and *W. N. Birkett*, for the respondents. **SOLICITORS**, *Nye, Moreton and Co.* for *J. K. Nye & Donne*, Brighton; *Hyman, Isaacs & Co.*, for *P. H. Carpenter*, Brighton.

[Reported by G. H. KNOTT, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

MORIARTY v. REGENT'S GARAGE & ENGINEERING CO. LIMITED.

No. 1. 10th and 15th March.

COMPANY — DIRECTOR'S REMUNERATION — AGREEMENT — ARTICLES — AMOUNT PAYABLE "PER ANNUM" — "SALARY" — APPORTIONMENT ACT, 1870 (33 & 34 Vict. c. 35).

On a sale by the owner of a business to a company, the vendor, by an agreement in writing contracted (inter alia) that he should be and act as one of the directors of the company, and that his fees for so acting should be £150 per annum. The vendor became a director of the company but ceased to be such after holding his appointment for 150 days. In an action in the county court to recover his fees for this portion of the year.

Held, reversing the decision of the King's Bench Division (*ante*, p. 189), that the agreement provided only for remuneration for a whole year, and that as the point as to the application of the Apportionment Act, 1870, was not taken in the county court, it could not be raised in any court on appeal therefrom. In any case no action could be brought under the Apportionment Act until the expiration of the full period.

Appeal by the defendants from a decision of the King's Bench Division (reported *ante*, p. 189). The action was brought for fees alleged by the plaintiff to be due to him as a director of the defendant company for 150 days between 10th December, 1919, and 14th May, 1920. On 17th November, 1919, the plaintiff, who owned thirty taxicabs, entered into an agreement with one Elliott, acting on behalf of the company it was intended to form, to sell his business to them for £13,000, the purchase to be satisfied by the issue of £5,000 first mortgage debenture stock with the balance payable in cash. By Clause 4 of the agreement it was provided that "the vendor shall be and act as one of the directors of the company, and his fees for so acting shall be £150 per annum." The company was incorporated on 12th December, 1919, to carry the agreement into effect. By Article 76 of the articles of association, three persons, including Elliott, were appointed permanent directors. By Articles 77 and 78 the company were empowered to appoint additional directors to be qualified by the holding of 1,000 shares or £2,000 debentures. Article 80 was as follows: "Subject to the provisions of these articles, the remuneration of the directors shall be at the rate of £150 per annum, and such further sum (if any) as shall be voted them by the company in general meeting, and such remuneration shall be divided among the directors as they shall determine, or, failing agreement, equally." The debentures were duly issued, the plaintiff receiving £5,000 worth, redeemable on 1st December, 1924, but all containing a condition enabling the company to pay off the debenture at six months' notice. At the first meeting the board resolved to appoint the plaintiff a director "to hold such office so long as he holds 1,000 debentures in the company." Disputes having subsequently occurred between the plaintiff and the other directors, the plaintiff on 15th April signed a written agreement by which in consideration of the repayment to him of the principal and interest secured by the debentures held by him he accepted that sum "in full settlement of all claims I may have against the company in regard thereto." On 14th May the debentures were paid off and the plaintiff thereupon ceased to be a director. The plaintiff then brought this action for an apportioned part of the £150 directors' fees payable to him under the agreement, and, alternatively, under Article 80. The county court judge at Clerkenwell held that the plaintiff having served for less than a year was not entitled to any remuneration at all and dismissed the action. On appeal the Divisional Court reversed this decision, and held that the fees were a "salary" within ss. 2 and 5 of the Apportionment Act, 1870. The company appealed.

The Court allowed the appeal.

THE MASTER OF THE ROLLS, having stated the facts, said he thought the appeal must be allowed. He did not feel sure whether the action was brought on the agreement, or on the articles, but he thought it must be on the agreement, because under the articles he was only entitled to share in remuneration at the rate of £150 to be divided at the end of the year. The words "at the rate of" were found in the articles, and if he could otherwise recover for the full year under the articles, he could do so for broken periods. The respondent now made his claim under three heads: (1) on the construction of the agreement; (2) under the Apportionment Act, 1870; (3) under an agreement to be implied from the dealings between the parties. Under (1) the action must fail as the agreement provided only for remuneration for a whole year; as to (2) his Lordship would express no opinion, because it was abundantly clear that the point was never taken in the county court. But if it had been raised there, there was a conclusive answer, because no action could be brought under the Apportionment Act, 1870, until the full period had expired. It was said that the defendants could not set up a statutory defence which they had not pleaded. That emphasised the importance of keeping to the rule that a point to be taken in that court must have been taken in the court below. By not taking the point in the county court, the plaintiff had precluded the defendants from obtaining the indulgence of the county court judge. It was most important to remember that in such a case there was only a limited right of appeal. That left only one point. It was contended that it must be inferred from the facts that both parties intended that payment must be made for a portion of a year, and *Swabey v. Port Darwin Gold Mining Co.* (1889, 1 Megonue Coy Cases 385) was relied on. That was a curious case, and badly reported. Lord Halsbury there said that as he found in the articles a power to terminate the contract given to either side, there must be inferred an agreement to pay day by day. That was an inference of fact. But in a subsequent case before the Court of Appeal, *Inman v. Ackroyd and Beal (Limited)* (1901, 1 K.B. 613) the court in similar circumstances did not draw the same inference, and held that the plaintiff was not entitled to recover. Decisions of the Court of Appeal so far as they drew inferences of fact from facts not before the court in the particular case were not binding upon them. The appeal must therefore be allowed, the judgment of the Divisional Court reversed, and that of the county court judge restored.

SCRUTTON, L.J., who observed that he felt relieved that no counsel in the case had cited *The Moorcock* (14 P.D. 64) and

YOUNGER, L.J., who said that he thought it was plain that the directorship was a mere security for the debenture-holder, and that if the debentures were paid off the plaintiff's feelings would be not so much of disappointment at losing his directorship as of satisfaction at having got back his money, delivered judgment to the same effect.—**COUNSEL**, *Clayton, K.C.*, and *G. M. Hilbery*; *J. B. Mattheus, K.C.*, and *Cartwright Sharp*. **SOLICITORS**, *Lidiard & Perowne*; *Edmund O'Connor*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

BLUNDELL-LEIGH v. ATTENBOROUGH. No. 2. 16th March.

PLEDGE—VALIDITY—DEPOSIT OF GOODS FOR EXAMINATION—SUBSEQUENT ACCEPTANCE OF ADVANCE BY PLEDGOR—INTERMEDIATE WRONGFUL SUB-PLEDGE BY PLEDGEE.

On the 1st November 1919, the plaintiff handed certain jewellery to one M for him to examine and decide whether he would advance money to her on it. M on the same day pawned the jewellery with the defendant, a pawnbroker, who took it in good faith for £1,000, the transaction being completed on the 3rd November. The next day M sent to the plaintiff a receipt for the "twelve articles of jewellery you have deposited with me." On the 5th November it was agreed between the plaintiff and M that he should lend her £500, and that she should give him a promissory note for £600, payable by six monthly instalments, and that M should retain the jewellery as collateral security. On the 8th December M borrowed £300 from one B and deposited with him as security for repayment the plaintiff's promissory note and the defendant's counterfoil deposit note. B gave notice to the plaintiff of the deposit of the promissory note and required that payments under it should be made to him. On the 16th December M committed suicide. The plaintiff paid B various sums amounting to £400 sufficient to meet in full the promissory note. She, however, made no tender to the defendant and claimed the return of her goods. *Salter, J.*, gave judgment for the plaintiff. The defendant appealed.

Held, that the plaintiff having handed the jewellery to M with a view to its being accepted as a security for an advance, if and when made, it had been delivered to M for the purpose of pledge. The mere fact that it was not in the possession of M at the date when the plaintiff accepted the advance did not render the pledge invalid, the advance being in fact made in pursuance of a contract between the plaintiff and M. It followed that the defendant, therefore, was entitled to retain the jewellery until he was repaid the amount which he in good faith had advanced upon it.

Decision of Salter, J. (1921, 1 K.B. 382), reversed.

Appeal in an action tried before *Salter, J.*

On the facts which sufficiently appear from the head note, *Salter, J.*, held there had not been any valid pledge of the jewellery by the plaintiff to Miller, and that consequently Miller never made, and could not have made any valid pledge to the defendant. He gave judgment for the return of the jewellery or its value, together with nominal damages for its detention. The defendant appealed.

BANKES, L.J., after stating the facts, said he did not take the same view of the circumstances as *Salter, J.*, had done. He did not differ with his

view of the law, but as to the inference which was to be drawn from the facts. There was to be a delivery of the jewelry, which as between the plaintiff and Miller was to constitute a good pledge, if Miller found that he could advance, and did advance, a sum of money which the plaintiff accepted. In his judgment Salter, J., said that a "pledge is a conveyance pursuant to a contract, and it is essential to a valid pledge that delivery of the chattel shall be made by the pledgor to the pledgee in pursuance of a contract of pledge." Delivery may of course be made by and to agents, and it may be actual or constructive. If, at the time of the contract to pledge, the pledgee is already in possession in another capacity, the contract to pledge is itself constructive delivery. Even if the pledgee is not in possession at the time of the contract, but acquires possession from a third party subsequently, it may be that such acquisition of possession would, by virtue of the contract of pledge, amount to constructive delivery by the pledgor. No one would quarrel with that statement of the law. In his opinion the plaintiff had handed the jewelry to Miller for examination, with a view to its being accepted as security for an advance if and when made. It had been delivered to Miller for the purpose of pledge, and the mere fact that it was not in the possession of Miller at the time when the plaintiff accepted the advance did not render the pledge invalid, the advance of the money being in pursuance of the contract between the plaintiff and Miller. In the absence of any tender by the plaintiff, the defendant was entitled to judgment. Therefore the appeal must be allowed and the judgment entered for the plaintiff at the trial set aside, and instead judgment entered for the defendant.

WARINGTON and ATKIN, L.J.J., agreed in the appeal being allowed.—COUNSEL for the appellant: Schenke K.C., and Attenborough; for the respondent: Sir Ellis Hume-Williams, K.C., and J. D. Cassels. SOLICITORS: Stanley Attenborough & Co.; A. Ross Dagg.

[Reported by ERIKINE REID, Barrister-at-Law.]

High Court.—Chancery Division.

HOLDEN and Others v. THE SOUTHWARK CORPORATION and Another. Astbury, J. 11th March.

METROPOLITAN BOROUGH COUNCILLOR.—DISQUALIFICATION.—CONTRACT TO COMPOUND FOR RATE.—LOCAL GOVERNMENT ACT, 1894 (56 and 57 Vict. c. 73), s. 46, s.s. 1 (c).

Section 46, s.s. (1) of the Local Government Act, 1896, is limited in its operation to bargains made with corporations for profit where the interest of the councillor will conflict with his duty, and does not apply to rate-compounding agreements which are for mutual convenience, there being no evidence of profit.

Rex v. Rowlands (1906, 2 K.B. 292) distinguished.

Where the contract is a pre-election contract, s.s. (7) dealing with members "becoming" disqualified is inapplicable, and the office must accordingly be avoided by election petition or *quo warranto*.

Rex v. Beer (1903, 2 K.B. 693) applied.

The votes of councillors whose rights are in dispute must not be disallowed, because, if not *de jure* councillors, they are at any rate *de facto* councillors until disqualified.

This was a motion for an injunction which was treated as the trial of the action. The facts were as follows: The plaintiffs were three Councillors of the Metropolitan Borough of Southwark and the defendants were the Corporation and their clerk. In 1921 the defendants suddenly discovered that as the plaintiffs had entered into rate-compounding agreements under the Poor Rate Assessment and Collection Act, 1869 (32 & 33 Vict. c. 41), s. 3, they were probably disqualified from being councillors by s. 46, s.s. (1) (c) of the Local Government Act, 1894. This section disqualifies a person from being a councillor if he is concerned in any bargain or contract entered into with the council, or participates in the profit of any such bargain or contract or of any work done under the authority of the council. In each case these rate-compounding agreements had been made before the plaintiffs respectively became members of the council which in fact happened at different dates with regard to each of them. But all the agreements were still subsisting. They were the usual agreements by the owner with the corporation as overseers under the London Government Act, 1899 (62 & 63 Vict. c. 14), s. 11, s.s. (1), to pay the general rates on the premises, whether occupied or not, the corporation agreeing to make 18 per cent. deduction. They were terminable by either party on giving six months' notice. On the 17th of April, 1920, the corporation held a special meeting, and purporting to act under s. 46, s.s. (7), which provides that where a member "becomes" disqualified from holding office, the council shall forthwith declare the office to be vacant and the office shall thereupon become vacant, resolved that the plaintiffs were disqualified and declared their offices vacant. On this motion the plaintiffs were not allowed to vote and the resolutions were carried in each case by such small majorities that, had the plaintiffs been allowed to vote, the resolutions would have all been lost. The plaintiffs thereupon started their action for a declaration that the resolutions were invalid and an injunction to restrain the corporation from electing new councillors or preventing the plaintiffs from acting as councillors. It was contended on behalf of the plaintiffs, (1) that the contracts were not within s. 46 (1); (2) that the procedure of s.s. 7 did not apply to pre-election contracts and that the proper method of avoiding the office was by election petition or *quo warranto*; and (3) that the resolutions were invalid because the plaintiffs ought to have been allowed to vote,

they being *de facto*, if not *de jure*, councillors. For the defendant corporation it was argued *contra*, and that the plaintiffs would oppose the termination of the contracts if profitable, and that even if the procedure of s.s. (7) was inapplicable, the Act would not assist the plaintiffs until they had made out their right to be councillors.

ASTBURY, J., after stating the facts, said: The contracts were made with the corporation as overseers. If made with separate overseers this point would have been unarguable, and though made with the corporation the contracts are not within the ambit of s. 46, the only object of which is to prevent a conflict of interest and duty (see *Milton v. Wilson*, 1899, 22 Q.B.D. 744, which was decided on a similar provision of the Public Health Act, 1875 (38 & 39 Vict. c. 53), schedule 2, rule 64); *Rex v. Rowlands* (*supra*). These are contracts for the mutual convenience of the plaintiffs and the corporation, and there is no evidence of any profit or participation therein. Unless some limitation is put on the section, every person who takes a season ticket on a municipal tramway, or uses municipal electric light, would be disqualified. The section must clearly be limited to bargains for profit giving rise to a conflict between interest and duty and does not apply to contracts like the present. The resolutions are therefore invalid on this ground. They are also invalid on the ground that s.s. (7) is admittedly inapplicable to pre-election contracts: *Rex v. Beer* (*supra*). They are also invalid on the ground that the votes of the plaintiffs as *de facto* councillors were disallowed. Apart from this illegal disallowance, the resolutions would have been lost. The declarations and injunctions will therefore go on all these grounds. COUNSEL: Micklem, K.C., and Willoughby Williams; Luxmoore, K.C., and Roland Barrowes. SOLICITORS: Church, Rackham & Co.; G. C. Topham.

[Reported by L. M. MAY, Barrister-at-Law.]

In re CHALMERS: CHALMERS v. CHALMERS.

Astbury, J. 22nd March.

PRACTICE.—ORIGINATING SUMMONS.—CLAIM AGAINST ADMINISTRATRIX *de son tort*.—R.S.C. Ord. 55.

Where an originating summons was taken out against an alleged administratrix, for an account and administration, and it subsequently transpired that the defendant was not the administratrix and that there was, in fact, no executor or administrator of the estate, but that the defendant had intermeddled, leave was refused to amend the summons and describe the defendant as administratrix *de son tort*, because an administrator *de son tort* is not liable to account until it has been proved that he has intermeddled, and this can only be done in an action and cannot be done on an originating summons, it not being a matter falling within R.S.C. Order 55 at all.

In re Loask (1891, 65 L.T. 199) applied.

This was an application for leave to amend an originating summons, by describing the defendant not as administratrix simply, but as administratrix *de son tort*. The facts were as follows: Mrs. A. Chambers by her will appointed her two sons, the plaintiffs H. A. Chambers and G. F. Chambers, her executors, and devised and bequeathed to them her real and personal estate on trust for sale, and after payment of debts, etc., to divide the residue equally among her three children. Both the executors proved the will, but part of the proceeds of sale of the estate were said to have come into the hands of G. F. Chambers, and not to have been distributed by him amongst the beneficiaries. He died in 1917 intestate, and in 1921 his two brothers took out an originating summons in the matter of their mother's will and of his estate against Mrs. Chambers, his widow, described in the summons as his administratrix, claiming an account of the moneys received by him as trustee of the will of Mrs. A. Chambers, and payment to each of them of one-third of the amount found due. They also asked, in case Mrs. Chambers did not admit assets, for administration of G. F. Chambers' estate. It subsequently transpired that the defendant was not the administratrix of G. F. Chambers' estate, and that no administration had ever been taken out to his estate, and the master proposed to dismiss the summons, but the plaintiffs requested him to adjourn it to the judge. Evidence was then heard that the defendant had intermeddled. The plaintiffs now asked for leave to amend the summons by describing the defendant as administratrix *de son tort*, and it was submitted that the summons would then be in order under Order 55, rule 3. The defendant submitted that the summons was misconceived and that the question of whether the defendant had become administratrix by her tortious intermeddling could not be determined on originating summons. He referred to *In re Loask* (*supra*).

ASTBURY, J., after stating the facts, said: The defendant is not the administratrix of G. F. Chambers' estate, and the summons does not lie. Further, she will not be liable to account, until the plaintiffs have established that she has tortiously intermeddled with the estate, and that is a matter which can only be ascertained in an action. It is not a matter falling within Order 55 at all. Leave to amend is refused and the summons dismissed with costs.—COUNSEL, H. Johnston; E. A. Jennings. SOLICITORS, T. F. Peacock Fisher & Charvillat; A. H. L. Knapp.

[Reported by L. M. MAY, Barrister-at-Law.]

Accompanied by my Art Expert, I hope to motor next week in the direction of Petersfield, Isle of Wight, Bournemouth and Salisbury. The following week, Northampton, Peterborough, King's Lynn, Cromer, Ipswich and Colchester.—W. E. Hurcomb, Calder House (corner of Dover-street), Piccadilly, W. Phone, Regent 475.—[ADVT.]

In Parliament.

Bills Presented.

Captive Bird Shooting (Prohibition) Bill—"to prohibit the use of captive birds in all shooting carried on under artificial conditions," presented by Sir Burton Chadwick (8th April) (Bill 62).

Public Health (Officers) Bill—"to amend the law relating to tenure of office of medical officers of health, sanitary inspectors, and inspectors of nuisances; and for other purposes," presented by Sir Philip Magnus (11th April) (Bill 63).

Electricity (Supply) Bill—"to amend The Electricity (Supply) Act, 1919," presented by Sir Eric Geddes (12th April) (Bill 65).

Public Health (Officers) (No. 2) Bill—"to amend the Law relating to the appointment and tenure of office of medical officers of health, sanitary inspectors, and inspectors of nuisances; and for other purposes," presented by Sir Philip Magnus (12th April) (Bill 66).

Increase of Rent (Restrictions) Bill—"to amend the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920," presented by Mr. R. Richardson (12th April) (Bill 67).

Questions.

GERMAN REPARATION (RECOVERY) ACT.

Mr. MACCALLUM SCOTT (Glasgow, Bridgeton) asked the Chancellor of the Exchequer, with reference to the payment of the levy upon goods bought in Germany under the German Reparation (Recovery) Act, when the goods are bought in marks, at what rate of exchange will the levy be paid, at the rate prevailing at the time the purchase was made or at the rate prevailing at the time the levy is paid?

Lieut.-Commander YOUNG: In the case of goods subject to reparation payment under the German Reparation (Recovery) Act, 1921, when the invoice price is accepted as the value, and is expressed in marks, the rate of exchange taken for the purposes of the payment is the rate in force on the date on which the importing ship is reported to the Customs.

Mr. SCOTT: Reported as arriving in this country?

Lieut.-Commander YOUNG: The time when it is generally reported.

Mr. SCOTT: Is it not the case that this doubt as to which rate of exchange will prevail when this payment is made will make it impossible for these firms to make forward contracts in regard to the sale of goods, seeing they will not know the total price they will have to pay?

Lieut.-Commander YOUNG: No, Sir. I do not think that is so; as a matter of fact this will be the ordinary practice in the case of the *ad valorem* duty payable. (7th April.)

FOOD CONTROL ORDERS.

Colonel GRETTON (Burton) asked the Lord Privy Seal if any of the powers and any of the Orders made by the Food Controller have been transferred to other Departments of the Government; and, if so, what powers and Orders have been transferred, and to which Departments?

THE FINANCIAL SECRETARY TO THE TREASURY (Lieut.-Commander Hilton Young): By Order in Council, dated the 29th ultimo, and published in the "Gazette" on the 1st instant, all the powers of the Food Controller were transferred to the Board of Trade, with the exception of the powers given by s. 4 of the Ministry of Food (Continuance) Act, 1920, relating to the hop-growing industry, which were transferred to the Ministry of Agriculture. Any question relating to Orders made in exercise of such powers should be addressed to those Departments. (7th April.)

COMPANIES (REGISTRATION).

Mr. SWAN (Barnard Castle) asked the President of the Board of Trade the number of new companies registered during 1919 and 1920 and the issuable capital?

Sir P. LLOYD-GREAME: The number of new companies registered in the United Kingdom during 1919 and 1920, and their nominal capital, are shown in the following table:—

	Number of Companies.	Nominal Capital.
1919	10,725	£412,967,204
1920	11,011	£593,189,032

(8th April.)

ROYAL COURTS OF JUSTICE (CONGESTION).

Mr. RENDALL (Gloucester, Thornbury) asked the Lord Privy Seal what steps are being taken to deal with the arrears of litigation in the Courts of Justice; and whether his attention has been called to Mr. Justice Hill's statement that there is at present three times the amount of work which can be done with the present judicial organisation?

Sir G. HEWART: I am asked to answer this question. The state of business in the King's Bench and Probate, Divorce and Admiralty Divisions is of a nature to cause anxiety and constantly engages the attention of those who are responsible. It is hoped that it may be found possible to surmount the present difficulties without an application to Parliament for the appointment of an additional Judge. As a temporary measure, Lord Mersey has very generously placed his services at the disposal of the public, and is sitting as an additional Judge of the Probate, Divorce and Admiralty Division under the provisions of the Administration of Justice Act, 1920. (12th April.)

New Orders, &c.

Supreme Court Fund Rules, 1921.

I, The Right Honourable Frederick, Lord Birkenhead, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby, in pursuance of the powers contained in the Court of Chancery (Funds) Act, 1872, the Supreme Court of Judicature Act, 1875, the Supreme Court of Judicature (Funds, &c.) Act, 1883, the Supreme Court of Judicature (Procedure) Act, 1894, and of every other power enabling me in that behalf, propose to make the following Rules:—

1. These Rules may be cited as the Supreme Court Funds Rules, 1921.

In these Rules a Rule referred to by number means the Rule so numbered in the Supreme Court Funds Rules, 1915, as amended.

The Supreme Court Funds Rules, 1915, shall have effect as further amended by these Rules.

2. Rule 38 is hereby revoked, and the following Rule shall stand in lieu thereof:—

"38. *Paymaster to give certificates of lodgment.*—When any direction or other authority for the lodgment of funds in Court has, whether before or after the coming into operation of this Rule, been returned to the Paymaster, with a certificate thereon that the funds therein mentioned have been lodged, the Paymaster shall when requested issue a certificate of such lodgment, and shall therein state the ledger credit to which such funds have been placed in the books at the Pay Office; and such certificate of the Paymaster shall be received as evidence of the lodgment."

3. The following paragraphs shall be inserted in Rule 67 after the words "held under Rule 67 (h)," and shall stand as paragraphs (j) and (k) respectively of that Rule:—

"(j) The profit accruing from the one-sixteenth per cent. authorised by Rule 84 to be added to, or deducted from, the price of Government securities respectively purchased or sold by exchange, shall be placed to the credit of an account in the Pay Office books entitled 'Profit arising from the difference between the daily buying and selling prices of Government securities purchased and sold by exchange.'

"(k) The sums charged in lieu of Contract Stamp Duty upon investments and sales of securities under Rule 85 of these Rules, when paid in or deducted, added or realised, as provided by such Rule, shall be placed or carried over to an account in the Pay Office books for 'Contract Stamp Duty.'"

4. Rule 85 is hereby revoked, and the following Rule shall stand in lieu thereof:—

"85. *Contract Stamp Duty and Commission to be charged on exchanges and paid to the Exchequer.*—Upon every such sale or investment by exchange there shall be charged a sum equivalent to the current Contract Stamp Duty, and, in lieu of any brokerage provided for by the Order, a commission at the rate usually charged upon a sale or purchase of such securities under the Rules of the London Stock Exchange operating when such sale or investment is effected, except that the minimum charge shall be one shilling; and unless the payment thereof is otherwise provided for by the Order (1) such charges shall be deducted from the proceeds of the realisation or the amount to be invested respectively, or (2) in case a specified amount of securities is to be purchased, the charges shall be added to the cash required for the purchase of such securities, or (3) in case a specified amount of money is to be realised, the charges shall be realised by the exchange of an additional amount of the securities by which the realisation is to be effected; and when the payment of brokerage is otherwise provided for, the Paymaster shall not be required to give effect to any such exchange until such charges have been paid into the Bank to the Pay Office account. Such charges when so paid in or deducted, added or realised, as aforesaid, shall be placed to accounts in the Pay Office books for 'Contract Stamp Duty' and 'Commission on exchanges' respectively; and the amounts so placed shall be dealt with as provided in Rules 67 (e) and 67 (k) of these Rules."

5. The following paragraph shall be inserted at the end of Rule 86:—

"Provided that prior to the preparation of such statement there shall be transferred from the 'Exchange Cash Account' to an account entitled 'Profit arising from the difference between the daily buying and selling prices of Government securities purchased and sold by exchange' a sum equal to one-sixteenth per cent. of the total amount of securities purchased and sold by exchange; and the sum so transferred shall be dealt with as provided in Rule 67 of these Rules."

And I, the said Frederick, Lord Birkenhead, Lord High Chancellor, with the same concurrence as aforesaid, do hereby certify that on account of urgency these Rules should come into operation on the 1st day of April, 1921, and hereby make the said Rules to come into operation on that day as Provisional Rules, in accordance with section 2 of the Rules Publication Act, 1893.

Dated the 24th day of March 1921.

Birkenhead, C.

We certify that these Rules are made with the concurrence of the Commissioners of His Majesty's Treasury.

J. Townyn Jones,
James Purker.

GRANTING PROBATE TO CORPORATIONS.

ADDITIONAL RULES AND ORDERS FOR GIVING EFFECT TO THE ADMINISTRATION OF JUSTICE ACT, 1920, SECTION 17 (POWER TO GRANT PROBATE TO CORPORATIONS).

A corporation named as executor of the will of a deceased person who at the time of his death was domiciled in England may signify its acceptance of the executorship by an act of acceptance sealed with its common seal.

A corporation which is entitled to take probate of any will may appoint under its common seal a syndic or other officer to take the necessary steps to obtain probate on its behalf.

Upon every application for grant of probate to a corporation proof shall be made by affidavit that the corporation is empowered by its constitution to accept the grant sought to be obtained.

The numbers of these Rules for the Principal Probate Registry are 111, 112 and 113, and for the District Registries 104, 105 and 106.

24th January.

Gazette, 14th March.

PROCLAMATIONS.

The London Gazette of 12th April contains Proclamations:—

For calling out men of Class B of the Royal Fleet Reserve.

For calling out the Army Reserve.

For continuing soldiers in Army service.

For calling out the Air Force Reserve.

For continuing Airmen in Air Force service.

Orders in Council.

The London Gazette of 4th March contains an Order in Council, dated 7th February, prescribing Rules as to Appeal from the West Indian Court of Appeal, established under the West India Court of Appeal Act, 1919, to the Judicial Committee of the Privy Council.

REVOCATION OF THE DEFENCE OF THE REALM REGULATIONS.

It is hereby ordered, that Regulation 9a shall, as from the first day of April, nineteen hundred and twenty-one, be revoked.

9th March.

Gazette, 15th March.

[Reg. 9a enabled the Board of Trade to take possession of mines.]

It is hereby ordered, that Regulation 31 shall, as from the twenty-ninth day of March, nineteen hundred and twenty-one, be revoked.

24th March.

Gazette, 29th March.

[Reg. 31 forbids the bringing into the U.K. or removal of arms and ammunition.]

PROHIBITION OF IMPORTATION OF FIREARMS.

Whereas by s. 43 of the Customs Consolidation Act, 1876, it is enacted that His Majesty may, by Proclamation or Order in Council, prohibit the importation into the United Kingdom of arms, ammunition, gunpowder or any other goods:

And whereas it is expedient that such power of prohibition should be exercised in manner hereinafter appearing.

It is hereby ordered, as follows:—

As from the date of this Order the following goods shall be, and the same are hereby, prohibited to be imported into the United Kingdom:—

Firearms, lethal and other lethal weapons from which a missile can be discharged, including parts of such firearms or weapons.

Ammunition, including grenades, bombs and other similar missiles, whether such missiles are capable of use with a firearm or not, and components of such ammunition.

Provided always, and it is hereby declared that this prohibition shall not apply to any such goods as are imported under a licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

24th March.

Gazette, 29th March.

PROHIBITION OF EXPORTATION OF MUNITIONS OF WAR.

Whereas by s. 8 of "The Customs and Inland Revenue Act, 1879," it is enacted that His Majesty may, by Order in Council, prohibit the exportation from the United Kingdom of arms, ammunition, and gunpowder, military and naval stores, and any articles which His Majesty shall judge capable of being converted into or made useful in increasing the quantity of military or naval stores, provisions, or any sort of victual which may be used as food for man:

And whereas it is expedient to prohibit the exportation of the articles hereinafter enumerated:

Now, therefore, it is hereby ordered, as follows:—

As from the date of this Order the following articles shall be, and the same are hereby, prohibited to be exported from the United Kingdom:—

1. Cannon and other ordnance and component parts thereof;

[Items 2-15 specify other munitions of war.]

Provided always, and it is hereby declared, that this Order shall not apply to any exportation which shall be expressly permitted by a licence given by the Board of Trade and in accordance with the conditions (if any) of such licence.

24th March.

Gazette, 29th March.

Food Control Order.

THE ROAD TRANSPORT (REQUISITION) ORDER, 1921.

1.—(a) Where a proclamation of emergency has been made under the Emergency Powers Act, 1920 [10 & 11 Geo. 5, c. 55], and so long as the proclamation is in force the following provisions shall have effect.

2. Every person owning or having in his possession or under his control any horse or vehicle to which this Order applies, is required when directed so to do by any of the persons hereinafter specified, to place the same at the disposal absolutely or by way of hire as required of that person who is hereby authorised to take possession of and use the same. The specified persons are:—

(i) Any Divisional Officer or other person mentioned in the Schedule hereto.

(ii) Any person authorised in writing by any of the persons mentioned in the Schedule hereto to take possession of horses or vehicles to which this Order applies.

(b) The arbitrator to determine in default of agreement the compensation to be paid for any horse or vehicle requisitioned under this Clause shall be appointed by the Lord Chief Justice of England in England and Wales or by the Lord President of the Court of Session in Scotland.

3. This Order shall apply to all horses and road vehicles (whether horse-drawn or mechanically propelled or drawn) in use or capable of being used for the transport of goods by road, except:—

(a) Any horse or vehicles used for any of the following purposes, namely:—Naval, Military or Air Force purposes, Postal, Police, Fire Brigade or Ambulance purposes, or Medical and Veterinary purposes.

(b) Any vehicle licensed for the purposes of plying for public hire (other than char-a-bancs which are also registered with any County Municipal or other local authority as goods-carrying vehicles).

(c) Any horse or vehicle used wholly or mainly for the purpose of agriculture.

4. Failure to comply with any direction given in pursuance of this Order is a summary offence under the Ministry of Food (Continuance) Act, 1920.

5. The Road Transport (Requisition) Order, 1919, is hereby revoked.

6. This Order may be cited as The Road Transport (Requisition) Order, 1921.

[Schedule of Names and Addresses].

Societies.

Sussex Law Society.

The Annual General Meeting of the Sussex Law Society was held at Warne's Hotel, Worthing, on Wednesday, 9th March. This was the first occasion on which the Annual Meeting of the Society has been held elsewhere than at Brighton, and the new departure has been made with the object of extending the work of the Society in the county. Those present were Lieut.-Colonel S. T. Maynard (President), Messrs. R. W. Charles (Chairman of the Worthing District Association), H. G. Bailly (Chairman of the Hastings Law Association), A. C. Borlase, B. Bunker, I. B. Burnand, H. Cane, C. Somers Clarke (Hon. Treasurer), W. H. Cockburn, C. Burt Brill, A. J. Crowder, T. Macdonald Eggar, E. W. Hobbs, Grant McLean, F. H. Nye, S. V. Farrington, F. Bentham Stevens (Hon. Secretary), H. Montague Williams, J. Kennedy Allerton (Town Clerk, Worthing), E. W. Bennett R. W. H. Green, A. Buckland Dixon, W. A. A. Large, N. N. Marsh, J. W. Parker, H. B. Piper and W. J. Egerton Verrall (Worthing), H. J. Hillman (Lewes), G. E. Hart and E. M. Rollinson (Uckfield).

The proceedings commenced with a luncheon at which Mr. Charles welcomed the members to Worthing on behalf of the local solicitors. At the business meeting which followed the Annual Report and Balance Sheet were adopted. It appeared from the former that the membership had grown from 119 to 138, which is the largest number ever reached. The Report also dealt with, amongst other subjects, the presentation to Mr. A. C. Borlase for nineteen years Hon. Secretary, the Society's Classes for Articled Clerks, the negotiations with the Law Clerks' Association, the Law of Property Bill and the revision of the Conditions of Sale. In connection with the last-mentioned item the Conditions in use by the Provincial Societies throughout England have been collected and will be placed in the Library for reference.

Lieut.-Colonel Maynard was re-elected President; Mr. C. Somers Clarke, Hon. Treasurer; and Mr. F. Bentham Stevens, Hon. Secretary; and Mr. Leslie M. Williams was appointed Hon. Librarian. The Committees were re-elected, and Mr. T. Macdonald Eggar and Mr. Burt Brill were added to the General Committee.

His Honour Judge Parfitt, K.C., was elected an honorary member of the Society and a vote of thanks was accorded Mr. A. O. Jennings for having acted as Chairman of the Conferences between the Society and the Law Clerks' Association held in connection with the question of salaries.

The rules of the Society were amended, the most important alterations being the adoption of rules to provide for the establishment of Local Committees for the promotion of the objects of the Society in any particular district or as an alternative the recognition as a District Association of any unincorporated body having not less than twelve members, whether members of the Society or not, formed by Solicitors practising or having practised

or residing in any particular district of the county, the objects of which are similar to the objects of the Society. The Chairman of any Local Committee and the Chairman and Hon. Secretary (if members of the Society) are to be *ex-officio* members of the General Committee of the Society.

In future the Annual Meeting is, so far as practicable, to be held in rotation at Brighton and some town in East Sussex for which a Local Committee or District Association has been recognised by the Society or some such town in West Sussex.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held at The Law Society, Chancery Lane, London, on the 12th inst., Mr. T. S. Curtis in the chair. The other directors present being Messrs. E. R. Cook, C. Goddard, E. T. Knapp-Fisher, R. W. Poole and M. A. Tweedie. £416 was distributed in relief of deserving cases; three new members were admitted; and other general business was transacted.

The Halifax Incorporated Law Society.

The Officers of this Society entertained to dinner at the White Swan Hotel, Halifax, on Thursday the 7th instant, their esteemed President, Mr. Walter Midgley.

Mr. Midgley, who was admitted in 1882, has entered upon his third consecutive year as President, none of his predecessors in office having served for so long a continuous period.

After the loyal toast, Mr. David Garsed, the senior Vice-President, supported by Mr. Charles Selborne Walker, proposed the health of the President, extolling his many virtues, and wishing him long-continued health and prosperity.

A large and representative gathering of the members attended to show their appreciation of the President, and there were letters of regret from those members who were unable to be present.

The Barristers' Benevolent Association.

The annual general meeting will be held in the Hall of the Inner Temple on Wednesday, 27th April, at 4.30 p.m. The Right Hon. Lord Justice Younger, G.B.E., will preside. All members of the Inns of Court are invited to attend. A copy of the Report which will be presented to the meeting may be seen by any member at the Association's offices.

The following twenty members of the Association are eligible and willing to serve on the committee of management for the ensuing year as ordinary members thereof:—Messrs. J. F. P. Rawlinson, K.C., M.P., H. T. Kemp, K.C., C. F. Vachell, K.C., E. Lewis Thomas, K.C., George Wallace, K.C., T. J. C. Tomlin, K.C., James Rolt, K.C., Owen Thompson, K.C., F. T. Barrington-Ward, K.C., J. W. Manning, K.C., E. W. Hansell, J. E. Harman, Theobald Mathew, W. H. S. Oulton, W. J. H. Brodrick, Robert Peel, Hubert Hickman, H. E. Fulford, Wilfrid A. Greene, J. N. Buchanan, D.S.O.

Companies.

The Guarantee Society Limited.

The Directors' Report and Accounts for the year ended 31st December, 1920, show premiums received £57,951, against £49,610 in 1919. The balance on profit and loss account, after providing for all claims paid and outstanding and other outgo, amounted to £23,322.

The directors have declared a dividend of 17s. 6d. per share, less tax, payable 6th May.

London Guarantee & Accident Company Limited.

The directors of the London Guarantee and Accident Company, Ltd., recommend the payment of a final dividend of 5s. 6d. (less income tax) per share on the £1 (fully paid) ordinary shares, making with the interim dividend of 3s. 6d. (less income tax) per share paid in September, 1920, a total of 9s. per share for the year. The total dividend paid in respect of 1919 was 3s. (less income tax) per £5 (£2 paid) share, but the ordinary shares have since been sub-divided into £1 shares and have been paid up in full by the transfer of the amount necessary, £75,000, from the reserve fund. The payment of dividends of 2½ per cent. (less income tax) on the £5 and £1 preference shares for the half-year to 31st December, 1920, is also recommended.

The annual general meeting will be held at the head office of the Company, 20, 21 and 22, Lincoln's Inn Fields, W.C.2, on Wednesday, 27th April, at 12 noon, and the transfer books will be closed from April 14th until April 27th, both days inclusive.

Legal News.

Dissolution.

GEORGE WILLIAM JESSOP, CUTHBERT JOHN JEFFERY, ERNEST CHARLES JEFFERY, Solicitors (Taylor, Jeffery & Jessop), 5, Piccadilly, Bradford, so far as concerns the said George William Jessop. The said Cuthbert John Jeffery and Ernest Charles Jeffery will continue to carry on the said business in partnership under the style or firm of "Taylor, Jeffery & Co."

General.

For the third time in the last twenty years there were three Courts sitting at Bow-street on Wednesday.

The Corporation of the City of London have granted a retiring allowance of £1,300 per annum to Mr. James Anstey Wild on his retirement from the Registrarship of the City of London Court, which he had held since 1889.

During the hearing of a case before the Common Serjeant at the Central Criminal Court, on Wednesday, Mr. G. St. John McDonald, counsel for the defence, said: "All barristers are poor. One of the poorest places in the world is King's Bench-walk."

At the meeting of the Kensington Profiteering Committee on the 11th inst., a letter was received from the Board of Trade stating that the Profiteering Act would expire on 19th May next, and local committees would therefore cease to exist at midnight on that day. It was of importance that all action by or proceedings before the local committees should be completed by 19th May.

The Minutes of the House of Lords for the 8th inst. state that the petition of Lady Rhonda to the King praying his Majesty to issue her a writ of summons to sit in the House of Lords, has been referred to the Committee for Privileges to consider and report. The petition is accompanied, the Minutes state, by the King's reference of the matter to the House of Lords and the Attorney-General's report.

At Barrow County Court on Wednesday, Joseph Henry Bateman, after judgment had been given against him, rushed up to the Bench and threw a document, which struck Judge Gawan Taylor in the face. Bateman was ordered into custody for contempt of Court. After two hours he was taken before the Judge and apologised, saying he only wished to attract his attention. The Judge, in accepting the apology, severely reprimanded him.

Mr. Jacob Marks, of Pershore-road, Birmingham, formerly of Ryland-road, Edgbaston, furrier, who died on 6th September, at Aberdare-gardens, Hampstead, has left property of the value of £25,091, of which £10,206 4s. is net personality. He gives his share and interest in his business to his sons, Joseph Moss, Hyman Julius, and Samson Abraham, in such proportions as will make them equal one-third partners, "but until my son Samson Abraham shall marry a Jewess of the Jewish faith and born of Jewish parents the foregoing bequest in his favour shall not operate."

At Scarborough Quarter Sessions, on Tuesday, when Graham Brooks, 41, café manager, who pleaded "not guilty," was charged with having obtained £50 by false pretences, he applied for legal aid. The Recorder (Mr. Grottrian) said he was rather in a difficulty about that because, for some reason or other, possibly because of the threatened railway strike, they had only one counsel present. The accused was entitled to brief anyone from the dock, but he could not do it on this occasion as there was only the counsel for the prosecution present. If the accused applied for an adjournment to the July Sessions, he could not refuse it. The accused then applied for an adjournment, which was granted.

Messrs. Bramco (1920), Limited, St Nicholas-street, Coventry, in a letter to *The Times* of the 9th inst., say, with regard to the method of reparation payment by Germany recently announced by the Allies, under which 50 per cent. of invoice prices of imported German goods is to be paid to the Government, we have just seen a letter from a German firm advising that, as the German Government does not intend to pay to its nationals any moneys so deducted by the British Government, they are only able to accept orders conditionally upon the full amount of their invoice being guaranteed to them; which means that, under this arrangement, the purchaser of essential goods from Germany will have to pay the 50 per cent. himself, which is equivalent to a 50 per cent. duty, apart from the proposed 33 1/3 per cent. It would appear, therefore, as if this arrangement is likely to prove unworkable.

On taking his seat at Westminster County Court on the 7th inst., says *The Times*, Judge Sir Alfred Tobin, referring to a case heard on the previous day, said:—Last evening when leaving the building, I was approached by the solicitor for the defendant, who endeavoured to address me and lead me into conversation with regard to remarks I had made on the non-production of certain documents. Of course, I refused to allow him to discuss the matter. Everybody knows that such conduct is most reprehensible and entirely against principle—indeed, it amounts to contempt of Court. Having made these remarks, I shall take no further notice of it. Counsel for the defence said the solicitor wished merely to satisfy his Honour that he had done nothing unprofessional. The Judge: My remarks were perfectly justified. The solicitor knew he had no right to approach a Judge out of Court.

Court Papers.

Supreme Court of Judicature.

Date.		ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY ROTA.		APPEAL COURT		Mr. Justice EVE.		Mr. Justice PETERSON.	
Date.		ROTA.		No. 1.		Mr. Justice EVE.		Mr. Justice PETERSON.	
Monday	April 18	Mr. Jolly	Mr. Bloxam	Mr. Synge	Mr. Jolly	Mr. Jolly	Mr. Jolly	Mr. Jolly	Mr. Jolly
Tuesday	19	Synge	Borror	Jolly	Synge	Synge	Synge	Synge	Synge
Wednesday	20	Church	Jolly	Synge	Jolly	Jolly	Jolly	Jolly	Jolly
Thursday	21	Goldschmidt	Synge	Church	Synge	Synge	Synge	Synge	Synge
Friday	22	Bloxam	Church	Goldschmidt	Jolly	Jolly	Jolly	Jolly	Jolly
Saturday	23	Borror	Goldschmidt	Church	Synge	Synge	Synge	Synge	Synge
Date.		Mr. Justice SARGANT.		Mr. Justice RUSSELL.		Mr. Justice ASTBURY.		Mr. Justice P. O. LAWRENCE.	
Monday	April 18	Mr. Church	Mr. Goldschmidt	Mr. Bloxam	Mr. Church	Mr. Bloxam	Mr. Bloxam	Mr. Bloxam	Mr. Bloxam
Tuesday	19	Goldschmidt	Church	Borror	Goldschmidt	Bloxam	Borror	Bloxam	Borror
Wednesday	20	Church	Goldschmidt	Bloxam	Church	Borror	Bloxam	Borror	Bloxam
Thursday	21	Goldschmidt	Church	Borror	Goldschmidt	Bloxam	Borror	Bloxam	Borror
Friday	22	Church	Goldschmidt	Bloxam	Church	Borror	Bloxam	Borror	Bloxam
Saturday	23	Goldschmidt	Church	Borror	Goldschmidt	Bloxam	Borror	Bloxam	Borror

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1921.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice EVE will take his business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice EVE will take Lancashire business on Thursdays the 7th and 21st April and the 5th May.

Mr. Justice SARGANT.—Except when other business is advertised in the Daily Cause List, actions and witnesses will be taken throughout the Sittings.

Mr. Justice ASTBURY.—Except when other business is advertised in the Daily Cause List, actions and witnesses will be taken throughout the Sittings.

Mr. Justice PETERSON.—Except when other business is advertised in the Daily Cause List, actions and witnesses will be taken throughout the Sittings.

Mr. Justice P. O. LAWRENCE will take his business as announced in the Easter Sittings Paper.

Mr. Justice RUSSELL will take his business as announced in the Easter Sittings Paper.

Applications under the Trading with the Enemy Acts will be heard on each Monday at 2 o'clock.

Summonses before the Judge in Chambers.—Mr. Justice EVE, Mr. Justice P. O. LAWRENCE and Mr. Justice RUSSELL will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses adjourned into Court and non-witness actions will be heard by Mr. Justice EVE, Mr. Justice P. O. LAWRENCE and Mr. Justice RUSSELL.

Motions, petitions and short causes will be taken on the days stated in the Easter Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of witness actions as follows:—

Mr. Justice SARGANT will take the Witness List for SARGANT and RUSSELL, JJ.

Mr. Justice ASTBURY will take the Witness List for ASTBURY and P. O. LAWRENCE, JJ.

Mr. Justice PETERSON will take the Witness List for EVE and PETERSON, JJ.

Chancery Causes for trial or hearing. Set down to 24th March, 1921.

Before Mr. Justice EVE.

Retained Causes for Trial.

(With Witnesses).

Weston-super-Mare U.D.C. v H

Butt & Co ld

Bellwood v Parkes

Cole v Snell

In re Duchess of Sutherland, dec

Bechoff v Bubna

Edwards v Griffin

Francis v Thomson

Percy v The General Estates Co ld

In re Cos (Consolidation) Act, 1908

and In re The General Estates

Co ld

Mansell v Houston

Halford v Sadler

Wylie v Carlyon

Hutley v Silversprings, & Co

Further Considerations.

(For Mr. Justice PETERSON).

In re Willett, dec Carfrae v Sharp

In re M S Hewa, dec Blaker v

Smith

Ellam v Loubet & Co ld pt. hd.

Adjourned Summonses.

In re Maud Roxby, infant (in

camera) pt. hd. (a.o. to July 11)

In re Piccoli's Trust Lupton v

Wardle

In re Bushby's Contract and In re

Vendor and Purchaser Act

In re F Gowland Gowland v

Gowland

In re George Bone, dec Shields v

Lewis

In re M M Hunt, dec Steele v Hunt

In re Clara Corner, dec Hartmann

v Stewart

In re Same Same v Same

In re Crowden, infants Crowden v

Sargent

In re K A Wates, dec Davis v

Wates

In re Curtis Hodgson v Hodgson

In re J Bannister, dec Heya-Jones

v Bannister

In re J Anstee, dec Anstee v

Bennett

In re Rossi's Will Trusts Back v

Neep

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In re W J Baker, dec Baker v Baker

In re Clayton Trewavas v Smith

In re W Jones' Trusts Treasury

Solv v Stubbing

In re Coke Crutchley v Coke

In re Rix, dec Steward v Lonsdale

In re Clements' Will Trusts Cox v

Clements

In re T H Nussey, dec Nussey v

Nussey

In re Gregory, dec Lloyd-Jones v

Britton

Hunter v Nicholls

In re J D Walker, dec Walker v

Walker

In re Backhouse, dec Findlay v

Backhouse

In re James Lawes, dec Lawes v

Lawes

In re H P Rutter, dec Scott v

Turnbull

Hutchinson v Savile

Hess v Snell

In re Robinson, dec Public Trustee

v Robinson

In re Fry's Will Trusts Fry v Fry

Before Mr. Justice SARGANT.

Retained Matters.

Motions.

In re J Cream & Sons Trade Mark

(April 5)

Savoy Turkish Bath ld v R & M

Levy (fixed for April 5)

J & H Robinson ld v Corbett

(April 5)

Adjourned Summonses.

In re Buchanan, dec Bardolph v

Henriques pt. hd. (April 12)

Gordon v Gordon

In re G C D Rice's Settlement

Kay v Rice

In re Sir Stuart Knill, dec Thunder

v Knill

Broughton v Juler

In re Phillimore's Settlement Philli-

more v Phillimore

Constable v Constable

In re Bates' Patent (April 19)

In re Hope's Patent (April 19)

In re Pugh's Patents

Causes for Trial.
(With Witnesses).

Trenowath v Trenowath

Higginson v Bentley & Bentley ld

British Bank for Foreign Trade ld

v Russian Commercial & Indus-

trial Bank (a.o. till after judgmt in

House of Lords)

Southern v Southern

Mott v Gummow

In re Hardy, dec Hardy v Longden

Willington v Saunders

Maddison v Bridgewater

In re Letters Patent No. 142,934

granted to E H Jones & Alloy

Welding Process ld (not before

May 25)

Benson v Kirkham

Crouch v Beck

Bardiger v Reginald Godfrey & Co

(fixed for April 12)

Thorne v Cadell (not before April 19)

Woolfe v Cohen

Bull v Bullock

Constantinesco v Haddon

Davies v Thomas

Sutton v Moor

Martin v Eighteen

Jones v Elitè Bracelet Co

Stanley v Smith

Flood v Angell

Bailey v Park

Patterson v Partridge

Stocken v Cohen

Lord Northbourne v Johnston & Son

Barton v Marshall

Thomson v Parry

Wechsler v Schwartz

Share Company of the Russian

Cable & Metal Rolling Works v

Baring Bros & Co ld and ora

Brooks v Smith

Before Mr. Justice ASTBURY.

Retained Matters.

Motions (by order).

Lumsden v Lumsden

Thompson v The British & Colonial

Kinematograph Co ld

Muirhead v Prudential Land Soc /

(with witnesses)

A J Dew & Co v East London.

Rubber Co ld (a.o. generally)

(In Court (as Chambers).

In re Turner, infants

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 G. H. MAYNE, Secretary.

Adjourned Summonses.

In re Landor's Settlement Landor v Landor pt. hd. (s.o. generally)
 Bosmere & Claydon Union v Woodbridge Union (s.o. generally)
 In re Kerrison's Settlement In re Settled Land Acts, 1882 to 1890 (s.o. generally)
 In re Inman Anderson v Inman pt. hd. (s.o. generally)
 In re Palmer & The Notting Hill Brewery Cold and In re Vendor & Purchaser Act, 1874
 In re W Savill, dec Savill v Savill
 In re Hatton, dec Hockin v Hatton
 In re Earnshaw Earnshaw v Earnshaw pt. hd.
 In re Ladbury, dec Evans v Ladbury
 In re Payne's Lease Tottenham U.D.C. v Howells
 In re Jane Shinner, dec Salter v Shinner
 Anshah v Benabu

Companies (Winding Up).

Petitions (to wind up).
 Gardiner Shipbuilding & Engineering Co ld (petn. of Compania Naviera Mundaca Sociedad Anonima)
 Gardiner Shipbuilding & Engineering Co ld (petn. of Sir W G Armstrong Whitworth & Co ld) (to be in List April 12)

Causes for Trial. (With Witnesses).

Parsons Marine Steam Turbine Co ld v Farrer & ors pt. hd. (s.o. generally)
 Haines v Whitley & Monkseaton U.D.C. pt. hd.
 Woods v Clinton pt. hd. (fixed for April 11)
 Crediton Urban District Council v Crediton Gas Co pt. hd.
 Frazer v Woodside Garden Suburb ld pt. hd.
 Rosenthal v Cohen
 Maton v Maton
 Bessemer v Bromet
 Green v Levine
 Levine v Green
 Morison v Oakley
 Cohen v Shorstein
 J Parkinson & Sons (Blackpool) ld v Bendotti
 In re Colnbrook Chemicals & Explosives Co ld Attorney Gen. v The Company
 Simon v Collins
 Johnson v Edwards
 Stewart v Wright
 Parker v Parker
 In re Louise Brumm, dec Scarisbrick v Brumm
 Barnicott v Bawden
 Young v Young
 Willett v Cann
 Manthorpe v Holroyd
 Engel v Holroyd
 Davies v Universal Machinery Corp ld
 Percy v Percy
 Iredale v Kaufman & ors
 Neish & ors v The Tree Steamship Co ld & ors
 Bundy v Power & anr

Before Mr. Justice PETERSON.

Retained Matters. Motions.

Liebig's Extract of Meat Co ld v Extract of Meat (Baron Liebig) Photo Brand ld
 Butchers Film Service v Linsdell
 Sanders, Rehders & Co ld v Crossweller
 In re Willett, dec Carfrae v Sharp (with witnesses)

Adjourned Summonses.

In re Hoare Hoare v Hoare
 In re Beech's Settlement Beech v Public Trustee
 In re David Hills, dec Coles v Hills
 In re Wertheim, dec Wertheim v Selz (pt. hd.)
 In re same Same v Same (pt. hd.)

Cause for Trial (With Witnesses.)

Briggs v Lowrie (s.o.)
 Foundling Hospital v St Pancras Borough Council (s.o. generally)
 Rose Street Foundry Co v Submersible Motors ld (fixed for April 28)
 In re E Truman, dec Truman v Smith
 Arbib v Arbib (not before May 1)
 Gittins v Manley
 Ellis v Farrant
 McLuskey v Cole
 Hartley v The Scottish Metropolitan Assee Co ld
 Hodges v Parker
 G A Harvey & Co (London) ld v The United Glass Bottle Manufacturers ld
 In re R W A Southern, dec Southern v Southern
 Hammond v Whitworth Engineering Co ld
 Peaple v Peaple
 Transvaal Exploring Land & Minerals Co ld v Samuel
 Mee v Bowden (not before April 19)
 Sheffield Corp v Ibbotson, Bros & Co ld
 Wills v Mewburn
 Palmer v Pickett
 Gillman v Higgs & Weinstein
 Gillman v Higgs & Warren
 Brown v Weller
 Greenwood v Halifax Commercial Banking Co ld
 Davis v Goddard
 Browne v Taylor's Drug Co ld
 Hinks v Gould
 Marshall v Ellis
 Graveling v Wood
 Ionides v Vickers ld
 Davies v Edwin
 Lawrance v Lawrance
 Joel v International Circus & Christmas Fair
 Pargeter v Warrilow
 Cane v Latham
 Gosling v Balen
 Broughton v Crosby Estates Co ld
 Webb v Norton
 Alabaster v Southwell
 Wertheimer v Globe Films ld
 James Francis Works ld v Walton
 Leigh v Twigg
 Jagger v Mount

Harris v Newbould
 Winks v Oliver
 Thompson v Thompson (not before April 15)
 Edwards v Pearson
 Shoffman v Cohen
 Long v Crundall
 Baker v Rowe
 Lewis v Jarman
 In re George Jarvis, dec Jarvis v White
 Donner v Cohen
 Wilkinson v Day
 Philips v Mould
 Peacey v De Vries
 In re Wm Merry, dec Merry v Harvey
 Ewart & Collis ld v Miller
 Cooksley v The Crowtham Engineering Co ld
 Attorney General v Pitt
 Hopkins v Bromet
 In re J T Roach, dec Roach v Roach
 Hopkins v Hopkins
 Macdonald v Harris
 Reed v Stoddart
 Over v Baldry
 Winkelmann v Winkelmann
 Hunt v Bradbury
 Scott v Edell
 Coverley v Jefferson & anr
 Crutchfield v Darlison
 Gold v Prevost
 Weinberg v Lyons & anr

Before Mr. Justice P. O. LAWRENCE.

Retained Witness Actions.

Automotive Innovations Syndicate v Doyle
 In re Barber Dunsterville v Cherry
 Crouch v Mitchell
 In re West New Jersey Soc. Trusts
 Samuel v Hovell
 Eustace v Manderville

Further Considerations.

In re C Cordingley, dec Webb v Cooper
 In re Nash, dec Nash v Nash
 In re W H Winder, dec Knighton v Winder

Adjourned Summonses.

In re McFarlane, dec Commercial Union Assee Co v Mackenzie pt. hd. (s.o.)
 In re Poytress, dec Poytress v Newall (restored)
 In re McConnell, dec Sanders v McConnell
 In re Lindsell & Casson Smith's Contract and In re Vendor & Purchaser Act, 1874
 In re H Anderson, dec Martin v Anderson
 Dotchin v Turner
 In re Leeper, dec Mander v Shaw
 In re Onions' Settlement Whitelock v Onions
 In re Lee, dec Maskell v Watts
 In re M F Bevan, dec Bevan v Talbot-Crosbie
 In re Rowley, dec Murray v Rowley
 In re May Dunster, dec Clementi-Smith v Haywood
 In re Wakeman Long, dec Preston v Webb Jones
 In re Proctor, dec Simons v Proctor
 In re Robinson & Thomson's Contract In re Vendor & Purchaser Act, 1874
 Warren v Jennings
 In re S T Whiteford, dec Bennett v Whiteford
 In re H E Fisher, dec Fisher v Mager
 In re Buxton, dec Calvert v Brameld

In re Dean & Harper's Contract In re Vendor & Purchaser Act, 1874
 In re A Hubbard, dec Lowe v Baker
 In re W S Pinsent, dec Pinsent v Pinsent
 In re S Williamson, dec Williamson v Williamson
 In re Turnbull, dec Turnbull v Turnbull
 In re Eastwood & Co ld Brodrick v The Company
 In re H Chamberlain's Will Trust Clement v Clark
 In re A J W Brown, dec Harper v Wray
 In re Lush, dec Public Trustee v Lush
 In re Blundell, dec Upperton v Blundell
 In re Harvey, dec Auchincloss v Ferrier-Kerr
 In re Daniel, dec Vallance v Daniel
 In re Powell, dec Powell v Powell
 In re Reed's Settled Estates & Settled Land Acts Reed v Ratcliffe & ors
 Tillard v Williams
 In re Burroughes' Settlement Trusts Abbott & ors v Burroughes
 In re Gatehouse, dec Hughes v Taylor
 In re Leveridge, dec Wallis & anr v Harrison
 In re Robert Amor, dec Rhind v Amor
 In re P D D Sasun's Settlements Hinton v Living
 In re Martha Selby, dec Mumford v Sumner
 In re Mellish's Estate, Mellish & anr v Mellish & ors
 In re Harris dec Hopkins & anr v Harris & ors

Companies (Winding Up) and Chancery Division.

Companies (Winding Up).

Petitions (to wind up).
 Fibre Tube & Box Board Manufacturers ld (petn. of J. B. Hunt—ordered on Nov 18, 1919, to stand over generally)
 Gardiner Shipbuilding & Engineering Co ld (petn. of Compania Naviera Mundaca Sociedad Anonima—s.o. from March 22, 1921, to April 12, 1921—retained by Mr Justice Astbury)
 Gardiner Shipbuilding & Engineering Co ld (petn. of Sir W G Armstrong Whitworth & Co ld—s.o. from March 22, 1921, to April 12, 1921—retained by Mr Justice Astbury)
 F W Berwick & Co ld (petn. of Stirling Metals ld—s.o. from March 15, 1921, to April 19, 1921)
 A Harper Sons & Bean ld (petn. of G Johnston—s.o. from March 15, 1921, to April 19, 1921)
 Anglo Colonial Dyes ld (petn. of British Alizarine Co ld—s.o. from March 22, 1921, to April 19, 1921)
 Calvert Dyes ld (petn. of C T O Syndicate ld—s.o. from March 15, 1921, to April 19, 1921)
 Bentley Priory ld (petn. of J Alfred Pratt & Co ld—s.o. from Feb 15, 1921, to May 10, 1921)
 Mahogany Estates & Saw Mills ld (petn. of T L Davies—s.o. from Feb 22, 1921, to April 12, 1921)
 Martinsyde ld (petn. of Alfred Herbert ld—s.o. from March 22, 1921, to April 19, 1921)

Reconstruction & Federation of Industries Id (petn. of J. J. Kelly—s.o. from March 15, 1921, to April 19, 1921)

Tyre Stud Manufacturing Co Id (petn. of Darby & Co—s.o. from March 22, 1921, to April 12, 1921)

Pedrail Transport Id (petn. of Kryn and Lahy Metal Works Id—s.o. from Jan 11, 1921, to April 12, 1921)

W G C Hayward & Co Id (petn. of Middlesex Foundry Id—s.o. from March 15, 1921, to April 12, 1921)

W S Laycock Id (petn. of Bagshaws and Co Id & anr—s.o. from Feb 15, 1921 to May 10, 1921)

Meteor Motors Id (petn. of Opperman Sons & Tasker—s.o. from March 15, 1921, to April 12, 1921)

Straker Squire Id (petn. of S Smith and Sons (Motor Accessories) Id—s.o. from March 8, 1921, to April 19, 1921)

J Tylor & Sons Id (petn. of A & H Id—s.o. from March 8, 1921, to April 12, 1921)

William King & Son (Westminster) Id (petn. of Walter H Brown & Co—s.o. from March 15, 1921, to April 12, 1921)

Corn Foods Id (petn. of C W Hobson—s.o. from March 15, 1921, to April 12, 1921)

European & Colonial Enterprises Id (petn. of V D Wood—s.o. from March 15, 1921, to April 12, 1921)

Southern Coalfields of France Id (petn. of H C Embleton—s.o. from March 22, 1921, to April 12, 1921)

Alexander McMillan Id (petn. of C E Harrop—s.o. from March 1, 1921, to April 12, 1921)

Britannia Dry Dock Co Id (petn. of R & H Green and Silley Weir Id—s.o. from March 15, 1921 to April, 12, 1921)

Welbeck Coachbuilding Co Id (petn. of Joseph Owen & Sons Id—s.o. from March 22, 1921, to April 12, 1921)

H A Hughes Id (petn. of Thames Oil Wharf Co Id—s.o. from March 8, 1921, to April 12, 1921)

United Oversea Co Id (petn. of Edward Till & Co Id—s.o. from March 15, 1921, to April 12, 1921)

Eaton & Griffiths Id (petn. of Chas Pearson & Son Id—s.o. from March 22, 1921, to April 12, 1921)

W Archer & Co Id (petn. of Shaw and Blake Id—s.o. from March 22, 1921, to April 19, 1921)

Mitchells Mines Id (petn. of A R Atkey & anr—s.o. from March 22, 1921, to April 12, 1921)

D P W House Construction Co Id (petn. of H Randall—s.o. from March 22, 1921, to April 12, 1921)

Redfern Id (petn. of Charles Semon and Co Id)

Textile Trading Co Id (petn. of Banque de Salonique)

Ledew Brush Works Id (petn. of A Belford & anr)

Glendinning Antimony Mines Id (petn. of Johnstons Id)

Richmond Light Manufacturing Co, Id (petn. of J Greverer)

London & General Trade Bank Id (petn. of S & F S James)

Bastian Electric Co Id (petn. of W F N May & anr)

Crawford Foundry Co Id (petn. of Elton, Levy & Co)

Hexthorpe Id (petn. of J E Barlow and Co Id)

Portable Electric Motors (1919) Id (petn. of Electric Tools & Motors Id)

Perco Id (petn. of T C Ray)

Lloyd, Toovey & Lepley Id (petn. of W J Smith Id)

Peters, Rushton & Co Id (petn. of Howard & Jones Id)

Duchess Theatre Id (petn. of Globe Films Id)

Stepney Steam Fishing Co Id (petn. of S P Turnbull)

Same (petn. of Brogden & Wilson)

Globe Newspaper Co Id (petn. of Exchange Telegraph Co Id)

Thomas Clifford, Son & Cole Id (petn. of Courier Printing and Publishing Co Id)

E H Jones & Meakin Id (petn. of Stewarts & Lloyds Id)

"Bridge Paper Mills" Id (petn. of Salisbury Supply Co)

Stafford Associated Engineering Co Id (petn. of Aigburth Motor and Garage Co Id)

Odams Id (petn. of C E Curtis)

E & H Tidswell & Co Id (petn. of H Leighton & Co)

Chancery Division.

Petition (to sanction Scheme of Arrangement).

Western Counties Public House Trust Co Id

Petitions (to confirm alteration of Objects).

Caxton Inace Co Id (ordered on March 15, 1921, to stand over generally)

London-Caledonian Trust Id

Petitions (to confirm Reduction of Capital).

Crockford Grove & Sons Id and reduced (ordered on Jan 11, 1921, to stand over generally)

Surprise Gold Mining Co Id and reduced

Chicago-Gaika Development Co Id and reduced

Actions for Trial.

Phillippo & Son Id

Shepherd v Phillippo & Son Id and ors—with witnesses (Companies (Winding Up) Registrar)

Goswell Clothing Works Id

Phillips v Goswell Clothing Works Id (Companies (Winding Up) Registrar)

Motions.

(Companies (Winding Up).

Angel Steamship Co Id (ordered on April 13, 1920, to stand over generally)

John Dawson & Co (Newcastle-on-Tyne) Id (stand over generally by consent)

Samos Wine Co Id pt hd (s.o. from Feb 1, 1921, to April 12, 1921)

S Jacobs & Co Id (ordered on March 15, 1921, to stand over generally)

Mackinnon & Thomas Id (s.o. from March 22, 1921, to April 12, 1921)

Chancery Division.

Sheppey & District Cinema Co Id

Court Summonses.

Chancery Division.

French South African Development Co Id

Partridge v French South African Development Co Id (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)

Companies (Winding Up).

Vanden Plas (England) Id (on proof of Fiat Motors Id—with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)

Gardiner Shipbuilding & Engineering Co Id (to appoint O R as P L—ordered on July 27, 1920, to stand over generally)

Lawson Galleries Id (vary list of contributories—with witnesses)

British Ambulance Committee Service de Sante Militaire (on claim of B Peyman)

Same (liberty to compromise claim of B Peyman)

R Martens & Co Id (on claim of Lady Rhondda—with witnesses)

Cuban Land & Development Co (1911) Id (as to validity of an extraordinary resolution and as to distribution of surplus assets)

Connolly Bros Id (on proof of Hecht, Levis & Kalin)

Same (on proof of Luke O'Reilly Id)

Agricultural Tractors (United Kingdom) Id (balance order)

Same (vary list of contributories—J A Pemberton)

Same (same—H J Hardy)

Same (same—Alpha Agency Id)

Same (same—J R Richardson)

Our Boys Clothing Co Id (as to distribution of surplus assets)

Imperial Co-operative Soc Id (appoint fresh Liquidator)

European Agency Id (as to distribution of surplus assets)

John W Hill Id (appoint Joint Liquidator)

H J Webb & Co (Smithfield London) Id (on claim of His Majesty's Food Controller)

Before Mr. Justice RUSSELL.

Retained Causes for Trial.

(With Witnesses.)

Spitzer v J Henry Schroder & Co fixed for April 6th

Hall v Minter

Macclesfield Corp v Governors of the Free Grammar School of King Edward VI

Same v Kinsey

In re A Harper Sons & Bean Id

Bean v The Company

Tatham v Pickett

Stoeck v Public Trustee, fixed for April 14th

The Dredner Bank (London Agency) v The Russo-Asiatic Bank

Further Considerations.

In re A C Boyd dec Attorney General v Strode

Mortlock-Brown v Mortlock-Brown

Adjourned Summonses.

In re J T Poyser, dec London v Cox (pt hd s.o. to July 5)

In re S Harding, dec Harding v Harding

In re J Moore, dec Quayle v Moore

In re Goldsmid, dec Goldsmid v Goldsmid

In re Isaac Braithwaite, dec Braithwaite v Braithwaite

In re J D Wragg, dec Wragg v Palmer

In re J F Robinson, dec Robinson v Robinson

In re R B Sim, dec Cowell v Sim

In re Lord Gaborough's Settled Estates In re Settled Land Acts

In re Armbricht, dec Public Trustee v Nelson

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In re G W Stanley, a Solr, &c. In re Taxation of Costs
In re R G Vivian, dec Vivian v Swansea
In re E Le Petit, dec
In re W F D Walker, dec Goodwin v Scott
In re Wm Clarke's Settlement Clarke & ora v Clarke & ora
In re Haig, dec Harris v Drayton
Harrison & anr v Goldstein
In re R. Bell, dec Bell v Brown
Tillard v Williams

In re M E Pepper's Will Trust Thomas v Thomas
In re Keeling & Gell's Contract In re Vendor & Purchaser Act
In re Metropolitan Development Co Id Green v The Company
Price v Oakley
Seymour v Forrester
In re W H Swarder, dec Swarder v Swarder
Application under the Trading with the Enemy Acts, 1914 to 1916.
In re Mersey Chemical Works Id., enemies, &c.

Morrison v Brunt & Co
Faint v L & N W Ry Co (Manchester County Court)
Mann & Cook v H A Walker & Co
Southwood v Empress Brewery Co Id (Salford County Court)
Empress Brewery Co Id v Southwood (Salford County Court)
Collings v Fuller (Brighton County Court)
Cantor v Bolchover (Manchester County Court)
Dance v Davis & Aston (Birmingham County Court)
Hall v King (Hereford County Court)
Muir v Midland Ry Co (Penrith County Court)
The French Government v Owners of S.S. Tsurushima Maru
Lord Mayor, &c of Cardiff v Isaacs (Cardiff County Court)
Same v Crosta
Geutenstein v Anning & Cobb
Hardy v Woolf (Westminster County Court)
Goodman & anr v Way & Waller (Westminster County Court)
Davis & Son v Clarke (Westminster County Court)
Donner v Nigel Id (Westminster County Court)
Goldblum v Coppelman (Whitechapel County Court)
Reynolds v Benabo & Sons (Whitechapel County Court)
Wellmon v Capel (Bloomsbury County Court)
Barringtons Id v City Engineering & Manufacturing Co (Westminster County Court)
Lever Bros v Caton (Birkenhead County Court)
Matthews v Wheatland (Brentford County Court)
Steadmans v Ofverberg & Co
Parry v Bennett (Bristol County Court)
Starling v Luxton & Co (City of London Court)
Corrie, MacColl & Son Id v Landauer & Co
Cohen v Dockerill (Brighton County Court)
W. Adolph & Co Id v The Keene Co.
Parry v Maguire (Conway, Llandudno & Colwyn Bay County Court)
Prescott v Wilmac (City of London Court)
Jordan v Williams (Weston-super-Mare County Court)
Phillips v Barnett (Clerkenwell County Court)
Mercado v Wollerstein & ora (Whitechapel County Court)
Edward Grey & Co v E. D. & F. Man
Silverstone & Wife v W Cohen & Wife (Shoreditch County Court)
Kent v Raymond (Westminster County Court)
Ball v Crayford Cottage Soc Id (Dartford County Court)
Codling & Hodgkinson Id v Nessim & anr
McKerrow v Matthews & Yates Id
Brough v Elks (Leek County Court)
Crundall v Giddings (Stroud County Court)
Buxton v Watson & anr (Westminster County Court)
Carey & Browne v Henderson & Liddell
Leader v Stenoff (Bloomsbury County Court)
Hunt v Haynes (Birmingham County Court)
McElin, Bullock & Co Id v Henry Frane & Lauder
Hummerstone & anr v Leary & anr (Bow County Court)
Kyle v British Ry Traffic & Electric Co Id (Westminster County Court)
L de Vriendt v Dexters Id
Barracough & Wife v Bancroft & anr (Westmins'er County Court)
Flint v Ead (Brentwood County Court)
Ray v Richards
Bury v Matthews (Southwark County Court)
Direct Photo Engraving Co Id v Martin (Mayor's Court)
McKinnon v Medina Engineering Co Id (Westminster County Court)
Lee & Jerdein Id v Aplin
Fl Bourgeois v Greeff & Co
W & F Film Service Id v Handford (Westminster County Court)
Wiener & Co v Etablissement Verminch
Sheldon v Collett (Birmingham County Court)
Paterson & Hughes Id v John Scholes Id (Mayor's & City of London Court)
Joseland & anr v Nee & anr (Kidderminster County Court)
W. Ramsden & Co Id v Jacobs
Neilson v London & North Western Ry Co. (Bloomsbury County Court)

KING'S BENCH DIVISION.

EASTER SITTINGS, 1921.

CROWN PAPER.
For Hearing.

The King v Beverley U D C
The King v Newcastle-upon-Tyne County Court Judge and Schalit & ora
The King v County Court Judge of West Hartlepool and Schalit & ora
The King v Schalit & ora
H M Ministry of Food v L Dreyfus & Co
Gaston, Williams & Wigmore (Incorporated) v The Shipping Controller
Newport Co-operative, &c Soc Id v Serjent
Moualey v Greaves & anr
The King v Chief Registrar of Friendly Societies
The King v Minister of Health
The King v National Health Insee Joint Committee
The King v West Sussex County Council
The King v Hothfield, Esq & ora, Jj, &c and anr
Berkshire County Council v Reading Borough Council
Same v London County Council
Ball v Linnell
Piggott v Assessment Committee of Cuckfield Union
Rippon v Loxton
Stephens, Paul & Co v Goodlake & Nutter
Horton v Gwynne
The King v Pedler, Esq & ora, Jj, &c
The King v Special Comms of Income Tax
Walshaw v Suddick
R O Weiner & Co v A Brown & Co
The King v Special Comms of Income Tax
The King v Governor of Brixton Prison
Lucas v Reubens
Cox, McEuen & Co v J & J Cunningham Id
Vaughan v Grindell
The King v Ellis, Esq
Williams v Morgan
Wickins v Wilcock & ora
Stonehouse & anr v Masson
Cook v Mason
Hampton v Winward
Cockrell v Walpole
Ridley v Charlton
The King v Francis, Esq Met Pol Mag & Hughes
Till v Central Midwives Board
Moore v Smith
Goddard v Shoulto & anr
The King v Wandsworth Licensing Justices
The King v Same

CIVIL PAPER.
For Argument.

Campbell v Ettlinger & Co Id
Svinaka Stinkols Aktiebolaget Carl Schlyter v Eleazar Clark Nortland
Navigation Co & anr
Sinson v Churnin
Pullan v Butterfield (Leeds County Court)
Carter & anr v Hall
Carter v Same
Vigo Motor Trading Corp Id v Knowles (Croydon County Court)
Pope v Simpson (Birmingham County Court)
Stamford v Marriott
Weller & anr v Denlin (Brighton County Court)
Aniline Dye & Chemical Co Id v Churchill
Barrett v Hinchcliffe, Stokoe & Co Id
Down v Wooster (Chertsey County Court)
Dabah v Hall
Mitsui & Co v Donald Campbell & Co
Read v Denyer (Farnham County Court)
Mitsui & Co Id v Donald Campbell & Co
Scott v Smith & anr (Ipswich County Court)
Nevill v White (Brompton County Court)
Fenton v Barralet (Kingston-on-Thames County Court)
Simmons v Westmore (Lambeth County Court)
Simpson v Crowle & ora (Whitehaven County Court)

Sarkis & c Id v S Béressi
Pearle v Pearle
C A Polemis & anr v Furness Withy & Co Id
Campania Maritima Euskalduna v Pollard & Ashby (France) Id
Benabu & Co v Produce Brokers Co Id
United Baltic Corp Id v Burgett & Newnam
F J Walker & Co v McLean & Lawrenson
John Batt & Co (London) Id v Aniline Dye & Chemical Co Id
Carey & Brown v Henderson & Liddell
Same v Same
McElin, Bullock & Co Id v Henry Frane & Lauder
Hes v Merton & Morden U D C
Owners of ss Tivermede v Grahams & Co
Hain Steamship Co Id v Ellerman Lines Id

REVENUE PAPER.
English Information.

Attorney-Gen v Solomon Ford, Frederick Ford & Florence Emma Mary Gill (married woman)
Attorney-Gen v Sarah Harriet Coole (Widow), Henry Hallifax Wells and Hallifax Vyryan Wells

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English Information (Exceptions to Answer).

Attorney-Gen v Bernardine de Rocha Nogueira
Attorney-Gen v José da Fonseca Souza Andrade

CASES STATED.

The Plymouth Mutual Co-operative & Industrial Soc Ltd and the Comrs of Inland Revenue
The Comrs of Inland Revenue and John Sansom
Mark Bromet and James Reith (Surveyor of Taxes)
H G Alexander, J G Duplessis and Lady K F M Morant, Trustees of John Morant (Minor) and T H Butcher (Surveyor of Taxes)
Neville, Reid & Co Ltd and The Comrs of Inland Revenue
J P Hall & Co Ltd and The Comrs of Inland Revenue
Reinachs, Nephew & Co and The Comrs of Inland Revenue
Port of London Authority and The Comrs of Inland Revenue

PETITIONS UNDER FINANCE ACT, 1894.

In the Matter of the Estate of the Marquess of Abergavenny, dec
In the Matter of the Estate of the Marquess of Abergavenny, dec

LAND VALUES—APPEALS FROM DECISION OF REFERENCE.

Sir Berkeley Sheffield, Bart v The Comrs of Inland Revenue

DEATH DUTIES.

In the Matter of Arthur George Earl of Wilton, dec

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, Pending 24th March, 1921.

In re Fred Powell Expte The Debtor v The Official Receiver, V L Roberts, M F S Rowan appl from the County Court of Yorkshire (Sheffield)
In the Matter of the Deeds of Arrangement Act, 1914 and In the Matter of a Deed of Assignment for the benefit of Creditors, dated July 2, 1920 (Expte The Debtor v J D Kerr & W Eaves, Trustees of the said Deed) appl from the County Court of Lancashire (Manchester)

Motions in Bankruptcy for hearing before the Judge, Pending 24th March, 1921.

In re V M Wombwell (formerly V M G Menzies) Expte F S Salaman, the Trustee v Cecilia Clementina Menzies, Robert Nevill Dundas and William Scott Hart (to be mentioned)

In re J M Cohen Expte W A J Osborne, the Trustee Joseph v Alexander

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STONE & SONS (LIMITED)**, 25, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality. [ADVT.]

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, April 5.

RICHES & CO. LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Wimbury, 102, Reddish-lane, Gorton, Manchester, liquidator.
BRITISH AMERICAN IMPORT CO. LTD.—Creditors are required, on or before April 15, to send their names and addresses, with particulars of their debts or claims, to John Edward Percival, 6, Old Jewry, liquidator.
BEDWAS NAVIGATION COLLIERY CO. LTD.—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Edmund Mills Hann, Baltic House, Mountstuart-sq., Cardiff, liquidator.
W. LEIGH GARRETT & CO. LTD.—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Albert Willmott, 14, Old Jewry-chmbrs., liquidator.
TEXTILE REPRODUCTIONS LTD.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Percy Clarence Parker, 30, Brasenose-st., Manchester, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, April 5.

Roadrail Loco-Tractors Ltd.
The Consolidated Investment Guarantee Trust Ltd.
Portsmouth Park Club Ltd.
Cardigan Steamship Co. Ltd.
North Lincolnshire Syndicate (1918) Ltd.
Hall Bros. Ltd.
Peters, Bridges & Co. Ltd.
Hollick & Pratt Ltd.
W. J. Tillet's Steamship Co. Ltd.
The Triplex Safety Glass Co. Ltd.
Young & Barracough Ltd.

Bankruptcy Notices.

London Gazette.—TUESDAY, April 5.

RECEIVING ORDERS.

ADAMSON, GIBSON CHARLES, Guildford, Bootmaker. Guildford. Pet. Mar. 31. Ord. Mar. 31.
ALEXANDER, FREDERICK RHYNS, Seven Kings, Essex, Provision Merchant. Chelmsford. Pet. April 1. Ord. April 1.
BARRETT, PETER, Aylesbury, Tent Maker. Aylesbury. Pet. Mar. 31. Ord. Mar. 31.
BENNETT, ALFRED GEORGE, Canonbury, Manufacturers' Agent. High Court. Pet. Mar. 7. Ord. April 1.
BOOTH, ABRAHAM, Bakelock, Hertford, Wholesale Draper. Luton. Pet. Jan. 26. Ord. April 1.
BURD, ARTHUR, Oakley, Hants, Farmer. Winchester. Pet. April 1. Ord. April 1.
DE KREMER, LOUIS BASH ANJOU, Camberwell New-rd., S.E., Medical Student. High Court. Pet. Feb. 14. Ord. April 1.
EDGAR, FRANCIS RICHARD, Longtown, Motor Agent. Carlisle. Pet. April 1. Ord. April 1.

GOUGH, FRANCIS EDWARD, Ryhill, nr. Wakefield, Carting Agent. Barnsley. Pet. Mar. 31. Ord. Mar. 31.
GOODGER, FRANK, Nottingham, Draper. Sheffield. Pet. Mar. 30. Ord. Mar. 30.
GORMAN, J. and J., Liverpool, Cotton Waste Dealers. Liverpool. Pet. Feb. 21. Ord. Mar. 31.
HURRY, PAUL WILLIAM, Penrhiwcebir, Glam., Grocer's Assistant. Aberdeen. Pet. April 1. Ord. April 1.
JONES, ROBERT CHARLES, Earl's Court. High Court. Pet. Mar. 3. Ord. Mar. 30.
MORAU, ALFRED JULES LOUIS, Manchester, Yarn Merchant. Manchester. Pet. April 1. Ord. April 1.
PAYEN-PAYNE, CECIL MARIOTT, Nottingham. High Court. Pet. Feb. 17. Ord. Mar. 31.
PLEYDELL, ARTHUR, Brixton, S.W.2. High Court. Pet. Nov. 24. Ord. Mar. 31.
POLACK, HENRY and CUL, FREDERICK THEODORE, City-rd., Waste Paper Merchants. High Court. Pet. Mar. 5. Ord. Mar. 31.
ROBERTS, ARTHUR, Wellington, Shoe Repairer. Taunton. Pet. Mar. 30. Ord. Mar. 30.
SCHEER, LEOPOLD, Hampstead, General Merchant. High Court. Pet. Jan. 12. Ord. Mar. 31.

SIMPSON, ALEXANDER, North Riding of Yorkshire, Farmer. Northallerton. Pet. April 1. Ord. April 1.
STAPLEY, FRANK GOLDSMITH, Upper St. Martin's-lane, W.C. High Court. Pet. Feb. 24. Ord. Mar. 31.
TAYLOR, ALBERT, Levenshulme, Shirt Manufacturer. Manchester. Pet. Mar. 15. Ord. Mar. 31.
THURMAN, WILLIAM BONNOR, Ingoldby, Lincolnshire, Farmer. Nottingham. Pet. Mar. 31. Ord. Mar. 31.
WARRINGTON, ARTHUR, Liverpool, Licensed Victualer. Liverpool. Pet. Mar. 32. Ord. April 1.
WATSON, THOMAS ARTHUR, Kidderminster, Jeweller. Kidderminster. Pet. Mar. 15. Ord. Mar. 31.
WEST, JOSEPH, Newcastle-upon-Tyne, Managing Director. Managing Director. Newcastle-upon-Tyne. Pet. Mar. 17. Ord. Mar. 31.
WILSON, MADAM, Greenwich, Kent, Dressmaker. High Court. Pet. Mar. 17. Ord. Mar. 31.
WRIGHT, E., Lower Clapton. High Court. Pet. Mar. 4. Ord. Mar. 31.
YATES, THOMAS, Twickenham. High Court. Pet. Feb. 10. Ord. Mar. 31.

National Service League
The Development Company of Santa Fe Ltd.
The Canal Co. Ltd.
Pall Mall Motor Trading Co. Ltd.
J. S. Hyslop & Co. Ltd.
Westgate-on-Sea Improvement Co. Ltd.
Hodley & Son Ltd.
John Jackson & Co. (Mitcham Road) Ltd.
Ryburn Shipping Co. Ltd.
The Stourbridge Athletic Co. Ltd.
The Gori River Tin Mines Ltd.
Northern Cereal Co. Ltd.
Helvetia Land Co. Ltd.
The North Wales Produce & Supply Society Ltd.

The Baluch Akar Rubber Estates Ltd.
Forsyth's Productions Ltd.
Composite Tool Co. Ltd.
Fairweather & Co. Ltd.
L. Stone & Sons (Manchester) Ltd.
James Simmonds & Co. (1914) Ltd.
Rodley Engineering Co. Ltd.
The Taita Shipping Co. Ltd.
L. & A. Friesner & Son Ltd.
Professional Classes War Relief Council (Incorporated)
African Transport Ltd.
Oylers Ltd.
Macvicar, Marshall & Co. Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 5.

ATKINSON, MIRIAM, Bowton, Chester. May 13. Barker & Rogerson, Chester.
BARLOW, PETER CRAWFORD, Saltwood, Kent. May 28. Lethbridge, Money & Prior, Abingdon-st., S.W.1.
BATHWELL, WILLIAM, Kingstone, Staffs. April 30. Hand & Co., Stafford.
BATSFORD, FANNY, Hampstead. May 11. S. Gissing Skelton, Lincoln's Inn-fields, W.C.2.
BOAD, FREDERICK GEORGE, Brockley, S.E., Foreman Moulder. May 8. Marchant, Newington & Tipper & Dohmists, Broadway, Deptford, S.E.
BROWN, JAMES, Manchester. May 14. Boote, Edgar & Rylands, Manchester.
BYAS, MARIAN, ROBERT'S PARK. May 18. Thorowgood & Co., Cophthall-st., E.C.2.
CARROLL, MRS. IDA ALICE, Knightsbridge, South Australia. May 5. Bagshaw & Co., Sheffield.
CARROLL, JOHN WARNER, West Kensington, W., Paper Merchant. April 20. Mills, Lockyer, and Co., Finsbury-sq., E.C.2.
CHAPPELLOW, SARAH, Kentish Town. May 5. Walker & Battiscombe, Basinghall-st., E.C. COLEMAN, GEORGE DRYBY, Acle, Norfolk. May 4. Walker, Martineau & Co., Theobalds-rd., W.C.1.
COTTERILL, DAVID, Congleton, Chester. April 22. H. L. & W. P. Rende, Congleton, Cheshire.
CORBETT, FANNY, Cheltenham. May 19. Lane, Clutterbuck & Co., Birmingham.
DAY, FREDERICK WILLIAM FRANCIS, Wandsworth Bridge, Rubber Research Chemist. June 24. J. Allon Tucker, Bath.
DUNWELL, KARL, Stourbridge. May 4. Harward & Evers, Stourbridge.
EDWARDS, HENRY THELWELL, South Croydon. May 1. Culross & Holt, Mincing-lane, E.C.3.
ELLISON, DAVID, Liverpool, Engine Driver. May 7. Shakespeare, Badger & Badger, Liverpool.
ELLISON, WILLIAM, Huddersfield. April 30. C. H. Marshall & Woodhouse, Huddersfield.
EVERITT, FREDERICK, Borrowash, Derby. April 21. J. T. Massey & Co., Nottingham.
HART, GEORGE EDWIN, Acton Park. May 9. John H. Mote & Son, Gray's Inn-sq., W.C.1.
HAYWARD, THOMAS, Moston, Manchester, China Merchant. April 30. T. A. Needham, Manchester.
HOOPER, ALICE LOUISE RATCLIFFE, Streatham. May 10. E. Flux, Leadbitter & Neighbour, Great St. Helens, E.C.
HOWARD, WILLIAM BRITON, Salford, Shoe Dealer. April 22. Wilfrid Taylor, Manchester.
JACKSON, ETHELBERT, Swansea, Grocer Merchant. May 7. T. W. James & Co., Swansea.
JONES, FREDERICK MEADOWS BELDAM, Cambridge. April 18. Wm. Gee & Sons, Bishop's Stortford.
KEMPSON, CHARLOTTE, Cheltenham. May 4. Winterbotham, Gurney & Co., Cheltenham.
LORD, SARAH, Blackpool. May 2. Wright & Rigby, Tydesley.
MATHEW, ARNOLD HARRIS, de jure EARL OF LLANDAFF, Thomastown, Tipperary. May 11. S. Gissing Skelton, Lincoln's Inn-fields, W.C.2.
MILFORD, HENRY, Hornsey-lane, Insurance Broker. May 11. S. Gissing Skelton, Lincoln's Inn-fields, W.C.2.
MITCHELL, ANNIE, Charlton, Kent. May 14. Adkin & Son, Salters' Hall-st., E.C.4.
MURRAY, EDITH MARIAN, Tufnell Park. May 11. S. Gissing Skelton, Lincoln's Inn-fields, W.C.2.
OGLE, MRS. HENRIETTA AGNETA, Reigate. April 30. Williams & James, Norfolk House, W.C.2.
PERCIVAL, DANIEL, Crowley, Farmer. April 30. Arthur J. Willett, Warrington.
PERRY, WILLIAM, Hirstwith, Yorks. May 1. Powell, Son & Edlison, Harrogate.
PICKANCE, JOSEPH, Clayton, Manchester, J.P., Painter. April 30. T. A. Needham, Manchester.
PLANT, GEORGE HENRY, Leek, Box Manufacturers. April 30. Challinors & Shaw, Leek.
PRECE, FANNY, Cheltenham. May 7. Steel & Broom, Cheltenham.
PRESTON, DAVID, Birkenhead, Bookkeeper. May 16. McKenna & Fishwick, Liverpool.
RIMMER, JAMES, and PHAISEY, MARY ELLEN, Liverpool. April 30. D. J. Gadder, Liverpool.
ROGERS, FANNY, Bournemouth. May 5. Mooring, Aldridge & Haydon, Bournemouth.
SYBETT, ANN, Bury St. Edmund's. April 28. Woolnough, Gross, Son & Chamberlayne, Bury St. Edmund's.
TIMMS, ELIZA, Sutterfield, Warwick. April 16. J. R. Phillips, Stratford-on-Avon.
TRIST, PENDERVUS, Brondesbury, N. May 24. Liddard & Perowne, Bedford-row, W.C.1.
WAINWRIGHT, CHARLES AUGUSTUS, Eldwick, nr. Bingley. April 22. H. M. Dawson, Bradford.
WAINWRIGHT, HARRISON, Eldwick, nr. Bingley. April 22. H. M. Dawson, Bradford.
WALCOT, MARGERY KATE, Kensington-gate, W. May 9. Norton, Rose & Co., Old Broad-st.
WATSON, JOSEPH, Blackburn, May 4. Radcliffe & Higginson, Blackburn.
WILLIAMS, SAMUEL, Abbotbury, Farmer. May 7. Thos. Combs & Son, Dorchester.
WOOLNUGH, JOHN THOMAS, South Lowestoft. May 16. Norton, Peskett & Forward, Lowestoft.
WRIGHT, WILLIAM, Stapleford, Grocer. May 5. Johnstone & Williams, Nottingham.

FIRST MEETINGS.

ADAMSON, GIDEON CHARLES, Guildford, Surrey, Bootmaker Guildford. April 12 at 11.30. York-rd., Westminster Bridge-rd., S.E.1.
 AGAR, ARTHUR THOMAS, Malton, Yorks, Spirit Merchant Scarborough. April 13 at 3.30. Off. Rec., 48, Westborough, Scarborough.
 BENNETT, ALFRED GEORGE, Canonbury, Manufacturer's Agent, High Court. April 12 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
 BOOTHMAN, GEORGE, Carlisle, Butcher. Carlisle. April 13 at 12.30. Off. Rec., 34, Fisher-st., Carlisle.
 BRETT, A. O., Scarborough, Motor Engineer. Scarborough. April 13 at 3. Off. Rec., 48, Westborough, Scarborough.
 BUDD, FREDERICK ROGERS, Eastleigh, Hants, Grocer. Southampton. April 15 at 12. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.
 BUSH, HAROLD WORTLEY, Great Grimshy, Milk Dealer. Great Grimshy. April 13 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimshy.
 CASS, AMOS, and CASS, FRANK, Broughton, nr. Malton, Farmers. Scarborough. April 13 at 1. Off. Rec., 48, Westborough, Scarborough.
 CASHMORE, GEORGE HENRY WILLIAM, Wandsworth Common, Motor Engineer, and CASHMORE, LAWRENCE ARNOLD VAUGHAN, Tooling, Surrey, Motor Engineer. Wandsworth. April 14 at 12. Room 53, Bankruptcy-bldgs., Carey-st. CHAMBERLAIN, CHARLES, Leicester, Contractor. Leicester. April 12 at 11. Off. Rec., Berridge-st., Leicester.
 COSTRICK, ARTHUR, Brentford, Building Contractor. Brentford. April 15 at 12. 14, Bedford-row, W.C.
 DE KRETSER, LIONEL BASIL ANJOU, Camberwell New-rd., S.E., Medical Student. High Court. April 12 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
 GOODE, MARGARET, Culcheth, nr. Warrington, Farmer. Bolton. April 13 at 3.30. Off. Rec., Byrom-st., Manchester.
 GUNSE and MILLER, Manchester, Rainproof Manufacturers. Manchester. April 13 at 2.30. Off. Rec., Byrom-st., Manchester.
 HALL, JOHN HERBERT, Uxwell, Swanage, Builder. Poole. April 14 at 2. Law Courts, Stafford-rd., Bournemouth.
 HANKE, JOSEPH, Haslingden, Licensed Victualler. Blackburn. April 13 at 10.45. County Court House, Victoria-st., Blackburn.
 HAYES, ARTHUR GERALD, High Littleton, Smith. Wells. April 13 at 12. Off. Rec., 26, Baldwin-st., Bristol.
 HEALBY, GEORGE WILLIAM, Stockport, and SHAW, HORACE, Stockport, Rubber Waste Merchants. Stockport. April 13 at 3. Off. Rec., Byrom-st., Manchester.
 HENDRICK, JOHN WILLIAM, West Ealing, Grain Merchant. Brentford. April 15 at 11.30. 14, Bedford-row, W.C.
 HEATH, SAMUEL, Cardiff, Share Broker. Cardiff. April 12 at 11.30. 117, St. Mary-st., Cardiff.
 HOLDEN, STEPHEN, Leagrave, nr. Luton, Ploughing Contractor. Luton. April 21 at 11.5. Court House, Luton.
 JENKINS, SIMON, Henllan, Carmarthenshire, Collier. Carmarthen. April 15 at 11. Off. Rec., 4, Queen-st., Carmarthen.
 JOHN, JOHN CHRISTMAS, Blaengarw, Glam, Grocer. Cardiff. April 13 at 11.30. 117, St. Mary-st., Cardiff.
 JONES, ROBERT CHARLES, Earl's Court, High Court. April 13 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.
 LANG, JOHN, Blackburn. Blackburn. April 12 at 10.30. Off. Rec., 13, Winckley-st., Preston.

LANG, WILLIAM, Blackburn. Blackburn. April 12 at 11. Off. Rec., 13, Winckley-st., Preston.
 MATTS, ALFRED TURNER, Leicester, Corn Factor. Leicester. April 12 at 3.30. Off. Rec., Berridge-st., Leicester.
 NOBLE, JOSEPH, Kingston-upon-Hull, Stonemason. Kingston-upon-Hull. April 14 at 11.30. Off. Rec., York City Bank-chmbrs., Lowgate, Hull.
 PAGE, CHARLES, Leicester, Cycle Dealer. Leicester. April 12 at 3. Off. Rec., Berridge-st., Leicester.
 PARKER, FREDERICK, Stafford, Picture Framer. Wolverhampton. April 13 at 12. Off. Rec., 30, Lichfield-st., Wolverhampton.
 PARKINSON, MARY ANN, Barrow-in-Furness, Grocer. Barrow-in-Furness. April 15 at 11.15. The Off. Rec., Cornwall-st., Barrow-in-Furness.
 PAYEN-PAYNE, CECIL MARIOTT, Nottingham. High Court. April 14 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.
 PLEYDELL, ARTHUR, Brixton, S.W.2. High Court. April 14 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.
 POLACK, HENRY, and CULL, FREDERICK THEODORE, City-rd., Waste Paper Merchants. High Court. April 15 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.
 POTTER, JOHN, Leeds, Wholesale Clothier. Leeds. April 14 at 11. Off. Rec., Bond-st., Leeds.
 PRESCOTT, JOHN HENRY, Oldbury, Worcester, Tailor. West Bromwich. April 15 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.
 ROSE, VAUGHAN KENEALY, Brislington, Grocer. Bristol. April 13 at 11.30. The Off. Rec., 26, Baldwin-st., Bristol.
 SALT, HUBERT, Erdington, and WATERS, WILLIAM ROWLAND, Erdington, Birmingham, Manufacturing Jewellers. Birmingham. April 14 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.
 SCHEN, LEOPOLD, Hampstead, General Merchant. High Court. April 13 at 2.30. Bankruptcy-bldgs., Carey-st., W.C.2.
 SCOTT, FREDERICK H., Marchwood, Hants, Farmer. Southampton. April 15 at 11.30. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.
 SCOTT, ALLAN LAWRENCE, Macclesfield, Fancy Draper and Ladies' Outfitter. Macclesfield. April 13 at 11. Off. Rec., Brook-st., Stoke-upon-Trent.
 SHORTER, HERBERT, Rolvenden, Kent, Farmer. Hastings. April 15 at 2.30. Off. Rec., 12a, Marlborough-pl., Brighton.
 STAPLEY, FRANK GOLDSMITH, Upper St. Martin's-la., W.C. High Court. April 15 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
 STEEL, HENRY GOLDSIE, Parkstone, Medical Practitioner. Poole. April 14 at 2.30. Law Courts, Stafford-rd., Bournemouth.
 WARRINGTON, ARTHUR, West Derby, Liverpool, Licensed Victualler. Liverpool. April 13 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.
 WOODS, HENRY JOHN, Swansea, Cashier. Plymouth. April 12 at 3. Buckland-terr., Plymouth.
 WRIGHT, E., Lower Clapton. High Court. April 14 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
 YATES, THOMAS, Twickenham. High Court. April 15 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ADJUDICATIONS.

ADAMSON, GIDEON CHARLES, Guildford, Bootmaker. Guildford. Pet. Mar. 31. Ord. Mar. 31.
 ALEXANDER, FREDERICK RHYS, Seven Kings, Butcher. Chelmsford. Pet. April 1. Ord. April 1.

BARRETT, PETER, Aylesbury, Tent Maker. Aylesbury. Pet. Mar. 31. Ord. Mar. 31.
 BUDD, ARTHUR, North Oakley, Hants, Farmer. Winchester. Pet. April 1. Ord. April 1.
 BULLOCK, WILLIAM, Long Eaton, Derby, Tiler. Derby. Pet. Mar. 14. Ord. Mar. 31.
 BULLOCK, HERBERT CHARLES STUART, Boscombe; BULLOCK, HAROLD GEORGE VICTOR, Boscombe, and BULLOCK, HOWARD WILLIAM, Bournemouth, Motor Engineers. Poole. Pet. Mar. 9. Ord. Mar. 31.
 COOKLIN, SAMUEL MORRIS, Liverpool, Cabinet Maker. Liverpool. Pet. Feb. 28. Ord. April 1.
 COREY, OSCAR BLACKWOOD, Queen's Club-gdns. High Court. Pet. Feb. 18. Ord. April 1.
 DURBAN, E. C. BARIO, Poona, India. High Court. Pet. Jan. 10. Ord. April 1.
 EDGAR, FRANCIS REGINALD, Longtown, Cycle Agent. Carlisle. Pet. April 1. Ord. April 1.
 FITCH, JAMES, FITCH, SIDNEY ALBERT, and FITCH, JAMES DEAL, Enfield, Edmonton. Pet. Feb. 18. Ord. Mar. 31.
 GOUGH, FRANCIS EDWARD, Ryhill, nr. Wakefield, Carting Agent. Barnsley. Pet. Mar. 31. Ord. Mar. 31.
 GOODGER, FRANK, Workop, Draper. Sheffield. Pet. Mar. 30. Ord. Mar. 30.
 HUSSEY, PAUL WILLIAM, Penrhiwcebir, Glam, Grocer's Assistant. Aberdare. Pet. April 1. Ord. April 1.
 LAZARUS, BARNETT, Bishopsgate, E.C., Fishmonger. High Court. Pet. Feb. 21. Ord. April 2.
 LEMAIRE, CHARLES JOHNSON, Oxford-st., Hosier. High Court. Pet. Feb. 15. Ord. April 1.
 LIVERSAY, JOHN MICHAEL SORDEN, Wetherby-terr. High Court. Pet. Jan. 17. Ord. April 2.
 MANNING, ANTHONY, Devonshire, Grocer. Exeter. Pet. Feb. 23. Ord. April 1.
 MAXAR, B., Aldersgate-st., Fur Skin Merchant. High Court. Pet. Mar. 3. Ord. Mar. 31.
 MORRAT, ALFRED JULES LOUIS, Manchester, Yarn Merchant. Manchester. Pet. April 1. Ord. April 1.
 ROBERTS, ARTHUR, Wellington, Shoe Repairer. Taunton. Pet. Mar. 30. Ord. Mar. 30.
 SALT, HUBERT, Erdington, and WATERS, WILLIAM ROWLAND, Erdington, Manufacturing Jewellers. Birmingham. Pet. Mar. 24. Ord. Mar. 30.
 SCHEN, LEIBA, Hampstead, General Merchant. High Court. Pet. Jan. 12. Ord. April 1.
 SIMPSON, ALEXANDER, Scotland, North Riding, Farmer. Northampton. Pet. April 1. Ord. April 1.
 TCHERNINE, DIMITRI 592, Strand. High Court. Pet. Jan. 21. Ord. Mar. 31.
 THURMAN, WILLIAM BONNER, Ingoldsbay, Farmer. Nottingham. Pet. Mar. 31. Ord. Mar. 31.
 WARRINGTON, ARTHUR, Liverpool, Licensed Victualler. Liverpool. Pet. Mar. 31. Ord. Mar. 31.

Amended Notice substituted for that published in the *London Gazette* of Mar. 22.

IDDINS, ALBERT JAMES, South Norwood, Government Clerk. Croydon. Pet. Jan. 24. Ord. Mar. 17.

Amended Notice substituted for that published in the *London Gazette* of March 25.

CONNELL, BENJAMIN, Feltham, Farmer. Kingston. Pet. Feb. 3. Ord. Mar. 22.

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